

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated July 9, 2024 and is between Turning Point of Central California, Inc., a California non-profit 501 (c)(3) corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On February 27, 2013, the Community Corrections Partnership (CCP) of Fresno County allocated funding to develop a system of services including transitional residential housing for those being released from prison and being placed in Post Release Community Supervision per Assembly Bill 109 (AB 109). These services would also be provided to those who become homeless while under the supervision of the Fresno County Probation Department (Probation) and those released from jail as part of the pre-trial release program.

B. On March 15, 2013, the CCP approved an update to the Plan which included homeless offender services. This update to the plan was approved by the Board of Supervisors on April 23, 2013.

C. On December 2, 2022, the County submitted its proposal for the Edward Byrne Memorial Justice Assistance Grant (JAG) to the Board of State and Community Correction (BSCC). On April 13, 2023, at the BSCC Board meeting, the County was recommended and approved for JAG funds. On May 25, 2023, BSCC notified the County of the award for funding. The Board of Supervisors approved the JAG Grant Agreement on July 18, 2023. The BSCC returned the fully executed Grant Agreement on August 25, 2023.

D. Transitional Housing is one of the identified primary criminogenic needs of the JAG Adult Re-Entry Planning Program. Therefore, a portion of the funding from the JAG grant is allocated to assist participants with transitional housing.

E. The Fresno County Probation department has a need to continue providing transitional housing, sustenance, support services/resources, programming, and/or other such services in a safe, clean, drug-free environment for both male and female adults on probation or in the Probation Department's Pre-Trail Program as set forth by the CCP.

1 F. On November 27, 2023, the County issued Request for Quotation (RFQ) # 24-024,
2 which solicited proposals from qualified vendors to provide transitional housing, sustenance,
3 support services/resources, programming and/or other such services. Only one vendor, Turning
4 Point of Central California, Inc. responded to the RFQ.

5 G. The Contractor represents that it is willing and able to satisfactorily provide the
6 transitional housing services described in this Agreement, pursuant to the terms of this
7 Agreement.

8 The parties therefore agree as follows:

9 **Article 1**

10 **Contractor's Services**

11 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
12 Exhibit A to this Agreement, titled "Scope of Work" at its facilities located at 2904 Belgravia
13 Avenue, Fresno, CA 93721 and 2369 South G Street, Fresno, CA 93721.

14 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
15 able to perform all of the services provided in this Agreement.

16 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
17 applicable federal, state, and local laws and regulations in the performance of its obligations
18 under this Agreement, including but not limited to workers compensation, labor, and
19 confidentiality laws and regulations.

20 1.4 **Compliance with Board of State and Community Corrections Grant Award**
21 **Conditions.** The Contractor shall comply with all applicable general and special terms and
22 conditions and requirements of the Grant Agreement imposed on subcontractors not contained
23 in the body of this Agreement and identified in Exhibit F, attached, and incorporated by this
24 reference.

25 1.5 **Meetings.** Contractor shall participate in meetings with Probation staff. These
26 meetings include, but shall not be limited to, monthly, weekly, or as needed collaborative
27 meetings to evaluate and address program needs, problem/issues that may arise.
28

1.6 **Confidential Information.** Contractor shall comply with all provisions of Exhibit E, Data Security.

Article 2

Records and Reporting

2.1 The Contractor shall submit all reports and data identified in Exhibit A, Scope of Work, including but not limited to:

(A) Reports

Contractor shall maintain a computerized database and collect demographic, program participant and program exit data as outlined in the Scope of Work, Section 4. Service Centers Requirements, Part C. Program Requirements; Part E (Security Requirements); the Program Data Collection Form provided by Probation, and any other data determined by the Chief Probation Officer or his or her designee. All intake, participation, and exit data collected for all Probation Service Center (PSC) participants shall be entered into the database and submitted electronically with the monthly invoice, using the data set and report formats approved by the County. The Contractor shall monitor the data collection to ensure the quality of the data provided is accurate, and submitted each month as required and corrected, if necessary.

(B) **Records.** For all participant program requirements and referrals, Contractor shall complete and have each participant sign the “On-site Probation Participant Program Sign-in Sheet” and/or the “Off-Site Probation Participant/Employment Sign-Out Sheet” The sign-in and sign-out sheets must contain the participant’s name, assigned Probation number, program component, and hours completed. The Contract shall keep record of all participant program requirements and referrals and submit a copy with the monthly invoice using the data set and report formats approved by the County.

(C) Upon request by the County, Contractor must provide reports within reasonable period of time including, but not limited to, additional information related to

Contractor's performance of this Agreement, for example, specific statistical information or performance-based data reports that may be required by Probation, grant regulations, and/or AB 109 requirements.

Article 3

County's Responsibilities

3.1 The County shall screen potential program participants before referring them to Contractor, utilizing the "Participants Criteria", as set forth in Exhibit A.

3.2 The County shall carry out all other responsibilities set forth in Section 5, "County Responsibilities" of Exhibit A.

3.3 The County shall compensate Contractor for satisfactorily provided services and reimburse Contractor for allowable, reasonable and necessary expenses incurred, as provided under Article 4, "Compensation, Invoices, and Payments," of this Agreement.

3.4 Contract Administration. The County shall provide oversight and collaborate with Contractor to help achieve program goals and outcome. Probation shall be responsible for Agreement administration, evaluation, and oversight of daily operation, as applicable.

3.5 County shall receive and analyze statistical outcome data from Contractor throughout the term of this Agreement on a monthly basis. County shall notify the Contractor when additional participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, persons served and staff surveys, chart reviews, and other methods of obtaining required information.

Article 4

Compensation, Invoices, and Payments

4.1 The County agrees to pay, and the Contractor agrees to receive compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation."

1 4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
2 under this Agreement for AB 109 services provided in Year 1, from August 1, 2024 to June 30,
3 2025, is Two Million, Seven Hundred and Ninety-Five Thousand, One Hundred Forty-Eight
4 Dollars (\$2,795,148), in Year 2, from July 1, 2025 to June 30, 2026 is Two Million, Eight
5 Hundred Thirty Thousand, Five Hundred Eighty-Five Dollars (\$2,830,585), Year 3, from July 1,
6 2026 to June 30, 2027, is Two Million, Nine Hundred Sixteen Thousand, One Hundred Fifty-
7 Three Dollars (\$2,916,153), Year 4, from July 1, 2027 to June 30, 2028, is Three Million, Five
8 Thousand, Six Hundred Eighty Dollars (\$3,005,680), and Year 5, from July 1, 2028 to June 30,
9 2029, is Three Million, Ninety-Seven Thousand, Five Hundred Forty-Eight Dollars (\$3,097,548),
10 not to exceed the maximum compensation amount payable to Contractor under this Agreement
11 for AB 109 services provided of Fourteen Million, Six Hundred Forty-Five Thousand, One-
12 Hundred Fourteen Dollars (\$14,645,114).

13 The maximum compensation payable to the Contractor under this Agreement for JAG
14 services provided in Year 1, from August 1, 2024 to June 30, 2025, is Forty-Nine Thousand,
15 Three Hundred Twelve Dollars (\$49,312), in Year 2, from July 1, 2025 to June 30, 2026, is
16 Forty-Nine Thousand, Three Hundred Twelve Dollars (\$49,312), not to exceed the maximum
17 amount payable under this Agreement for JAG services provided of Ninety-Eight Thousand, Six
18 Hundred Twenty-Four Dollars (\$98,624).

19 The maximum compensation payable to the Contractor for AB 109 services and JAG
20 services provided during the entire possible term of this Agreement shall not exceed fourteen
21 million, seven hundred forty-three thousand, seven hundred thirty-eight dollars (\$14,743,738).
22 The Contractor acknowledges that the County is a local government entity and does so with
23 notice that the County's powers are limited by the California Constitution and by State law, and
24 with notice that the Contractor may receive compensation under this Agreement only for
25 services performed according to the terms of this Agreement and while this Agreement is in
26 effect, and subject to the maximum amount payable under this section. The Contractor further
27 acknowledges that County employees have no authority to pay the Contractor except as
28 expressly provided in this Agreement.

4.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno, Probation Department Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or 1) ProbationInvoices@fresnocountyca.gov and 2.) Probationcontracts@fresnocountyca.gov . Each invoice shall specifically identify this Agreement number, include backup documentation for the services being provided and shall include the amount due for compensation as identified in Exhibit B. The backup documentation shall include each participant's name, the total number of bed days the participant was in the program, and a Register of Program Participant summarizing participant participation in program components for approval by Probation Staff. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement. At the discretion of the Chief Probation Officer, or designee, if an invoice is incorrect or is otherwise not in proper form or substance, County's Chief Probation officer, or designee, shall have the right to withhold the payment until the invoice is corrected to County's satisfaction.

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

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

Article 5

Term of Agreement

5.1 **Term.** This Agreement is effective on August 1, 2024 and terminates on June 30, 2027, except as provided in section 5.2, “Extension,” or Article 7, “Termination and Suspension,” below.

5.2 **Extension.** The term of this Agreement may be extended for no more than two (2), one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Chief Probation Officer or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's

1 satisfactory performance. The extension of this Agreement by the County is not a waiver or
2 compromise of any default or breach of this Agreement by the Contractor existing at the time of
3 the extension whether or not known to the County.

4 Notwithstanding anything to the contrary in this section 5.2, if either party determines not
5 to extend this Agreement, as provided in this section 5.2, then such party shall provide written
6 notice of non-extension of this Agreement, not later than (30) days prior to the expiration of the
7 then-current term of this Agreement.

8 **Article 6**

9 **Notices**

10 6.1 **Contact Information.** The persons and their addresses having authority to give and
11 receive notices provided for or permitted under this Agreement include the following:

12 **For the County:**

13 Chief Probation Officer
14 County of Fresno
15 3333 E. American Ave. Building 701, Suite B
Fresno, CA 93725

16 **For the Contractor:**

17 Chief Executive Officer
18 Ryan Banks
19 PO Box 7447
Visalia, CA 93290

20 6.2 **Change of Contact Information.** Either party may change the information in section
21 6.1 by giving notice as provided in section 6.3.

22 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
23 for or permitted under this Agreement must be in writing, state that it is a notice provided under
24 this Agreement, and be delivered either by personal service, by first-class United States mail, by
25 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

- 26 a) A notice delivered by personal service is effective upon service to the recipient.
27 b) A notice delivered by first-class United States mail is effective three County
28 business days after deposit in the United States mail, postage prepaid,
addressed to the recipient.

- 1 c) A notice delivered by an overnight commercial courier service is effective one
2 County business day after deposit with the overnight commercial courier service,
3 delivery fees prepaid, with delivery instructions given for next day delivery,
4 addressed to the recipient.

5 6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
6 nothing in this Agreement establishes, waives, or modifies any claims presentation
7 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
8 of Title 1 of the Government Code, beginning with section 810).

9 **Article 7**

10 **Termination and Suspension**

11 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
12 contingent on the approval of funds by the appropriating government agency. If sufficient funds
13 are not allocated, then the County, upon at least 30 days' advance written notice to the
14 Contractor, may:

- 15 a) Modify the services provided by the Contractor under this Agreement; or
16 b) Terminate this Agreement.

17 7.2 **Termination for Breach.**

- 18 a) Upon determining that a breach (as defined in paragraph (c) below) has
19 occurred, the County may give written notice of the breach to the Contractor. The
20 written notice may suspend performance under this Agreement, and must
21 provide at least 30 days for the Contractor to cure the breach.
- 22 b) If the Contractor fails to cure the breach to the County's satisfaction within the
23 time stated in the written notice, the County may terminate this Agreement
24 immediately.
- 25 c) For purposes of this section, a breach occurs when, in the determination of the
26 County, the Contractor has:
27 (1) Obtained or used funds illegally or improperly;
28 (2) Failed to comply with any part of this Agreement;

1 (3) Submitted a substantially incorrect or incomplete report to the County; or

2 (4) Improperly performed any of its obligations under this Agreement.

3 7.3 **Termination without Cause.** In circumstances other than those set forth above, the
4 County may terminate this Agreement by giving at least 30 days advance written notice to the
5 Contractor.

6 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
7 under this Article 6 is without penalty to or further obligation of the County.

8 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 8**

14 **Independent Contractor**

15 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
16 agents, employees, and volunteers, is at all times acting and performing as an independent
17 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
18 venturer, partner, or associate of the County.

19 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
20 manner or method of the Contractor's performance under this Agreement, but the County may
21 verify that the Contractor is performing according to the terms of this Agreement.

22 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
23 right to employment rights or benefits available to County employees. The Contractor is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 Contractor shall save the County harmless from all matters relating to the payment of
26 Contractor's employees, including compliance with Social Security withholding and all related
27 regulations.
28

8.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 9

Indemnity and Defense

9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

9.2 Survival. This Article 9 survives the termination or expiration of this Agreement.

Article 10

Insurance

10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 11

Inspections, Audits, and Public Records

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

11.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **11.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

- 7 a) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such
9 governmental agency.
- 10 b) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any
12 record or data that the Contractor may provide to the County, unless such
13 disclosure is prohibited by court order.
- 14 c) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
17 54950).
- 18 d) This Agreement, and any record or data that the Contractor may provide to the
19 County, is subject to public disclosure as a public record under the California
20 Public Records Act (California Government Code, Title 1, Division 10, beginning
21 with section 7920.000) ("CPRA").
- 22 e) This Agreement, and any record or data that the Contractor may provide to the
23 County, is subject to public disclosure as information concerning the conduct of
24 the people's business of the State of California under California Constitution,
25 Article 1, section 3, subdivision (b).
- 26 f) Any marking of confidentiality or restricted access upon or otherwise made with
27 respect to any record or data that the Contractor may provide to the County shall
28

1 be disregarded and have no effect on the County's right or duty to disclose to the
2 public or governmental agency any such record or data.

3 **11.4 Public Records Act Requests.** If the County receives a written or oral request
4 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
5 and which the County has a right, under any provision of this Agreement or applicable law, to
6 possess or control, then the County may demand, in writing, that the Contractor deliver to the
7 County, for purposes of public disclosure, the requested records that may be in the possession
8 or control of the Contractor. Within five business days after the County's demand, the
9 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
10 possession or control, together with a written statement that the Contractor, after conducting a
11 diligent search, has produced all requested records that are in the Contractor's possession or
12 control, or (b) provide to the County a written statement that the Contractor, after conducting a
13 diligent search, does not possess or control any of the requested records. The Contractor shall
14 cooperate with the County with respect to any County demand for such records. If the
15 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
16 CPRA or other applicable law, it must deliver the record or data to the County and assert the
17 exemption by citation to specific legal authority within the written statement that it provides to
18 the County under this section. The Contractor's assertion of any exemption from disclosure is
19 not binding on the County, but the County will give at least 10 days' advance written notice to
20 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
21 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
22 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
23 failure to produce any such records, or failure to cooperate with the County with respect to any
24 County demand for any such records.

25 **Article 12**

26 **Disclosure of Self-Dealing Transactions**

27 **12.1 Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
28 or changes its status to operate as a corporation.

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

12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 13

General Terms

13.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

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

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

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

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

13.6 Days. Unless otherwise specified, “days” means calendar days.

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

1 13.8 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Contractor and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Contractor and the County with respect to the subject matter of this Agreement,
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 13.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

- 27 a) The Contractor is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

- 1 b) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

- 6 a) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to
8 (1) a digital signature; (2) a faxed version of an original handwritten signature; or
9 (3) an electronically scanned and transmitted (for example by PDF document)
10 version of an original handwritten signature.
- 11 b) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this
13 Agreement for all purposes, including but not limited to evidentiary proof in any
14 administrative or judicial proceeding, and (2) has the same force and effect as
15 the valid original handwritten signature of that person.
- 16 c) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
18 Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- 19 d) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.
- 23 e) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an
25 original handwritten signature.

26 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 *[SIGNATURE PAGE FOLLOWS]*

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

2 Turning Point of Central California, Inc.

COUNTY OF FRESNO

3
4 Ryan Banks

5 Ryan Banks, Chief Executive Officer

6 P.O. Box 7447
7 Visalia, CA 93290


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

9
10 By: Hanane

Deputy

11 For accounting use only:

12 Org No.: 34300390
13 Account No.: 7295
14 Fund No.: 0001
Subclass No.: 10000

15 Org No.: 34321975
16 Account No.: 7295
17 Fund No.: 0001
18 Subclass No.: 10000
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SCOPE OF WORK

Individuals referred to the Probation Service Center (PSC) by the Probation Department, hereinafter referred to as “participants.” Participants may be housed for up to 120 calendar days. Housing may be extended at the discretion of the Chief Probation Officer or designee for an additional 60 days on a case-by-case basis and client needs. The participant will remain on active probation supervision status while housed at the PSC.

The objective of the PSC is for participants to become aware of their responsibility to society, to assist them with life skills, training, job preparation and retention, and to assist in their successful transition back into the community. The expectation is that participants will remain in the PSC, at no cost to the participant.

1. MULTIPLE PROGRAM GUIDELINES

Participants shall be housed in a PSC facility (i.e., separate building, floor of a larger building, etc.). If Contractor provides programs or services at its PSC facilities other than the program and services for participants set forth in this Agreement, then Contractor will be required to ensure participants remain isolated from other programs or services involving children (i.e., Mother Infant Programs, Female Offender Treatment Employment Program, etc.), including mealtimes or other activities.

2. CONTRACTOR RESPONSIBILITIES

To provide a PSC suitable for 24-hour/seven days per week (including weekends and holidays) of supervised housing for eligible adult participants. Contractor shall perform all of the following responsibilities:

- Assume full responsibility to administer staff and operate the PSC in accordance with all applicable laws, regulations and contractual requirements herein.
- Maintain staffing levels consistent with those required herein, carry out program objectives and maintain the safety and security of the PSC and the community.
- Supervise PSC contract staff.
- Provide housing, sustenance, supervision, programming and services for participants as directed by the Chief Probation Officer or his or her designee.
- Provide training to staff to include obtaining medical response and developing emergency medical evacuation plans for staff and participants.
- Provide and coordinate all participant activities within the PSC.
- Ensure all participants save 75 percent of their earnings once they become employed.
- Arrange participant transportation for program purposes.
- Furnish the PSC with equipment, furnishings and qualified personnel.
- Provide a drug-free work environment for the safekeeping, care and program needs of residing participants.
- Provide daily inspections by staff of the food services program and participant sleeping rooms and weekly inspections of the entire PSC to assure compliance with all applicable laws related to health, safety and sanitation.
- Provide a facility count and remedial sanction participant count on a daily and weekly basis to the Chief Probation Officer or his or her designee.
- Complete all required forms and collect data as requested by the Chief Probation Officer or designee.

- Contact the assigned Probation Department staff immediately upon the unauthorized departure of a participant.
- Ensure that PSC facilities are kept and maintained in accordance with applicable federal, state, and local laws and regulations.

With approval from the Chief Probation Officer or his or her designee, Contractor will provide all of the following:

- Develop and implement a suitable organizational structure with clear lines of authority within thirty (30) days of the Effective Date of the Agreement.
- Assign daily chores/work assignments to participants.
- Prepare a detailed description of legal authority, responsibilities and duties of each staff member.
- Develop and implement written policies and procedures for PSC administrative and operational activities consistent with applicable laws and approval by the Probation Department.
- Implement and maintain an organized program of PSC staff orientation and staff training.

3. PARTICIPANT CRITERIA:

The Probation Department will have the final decision regarding participant program placements and retains the right to remove participants from the program at any time.

The following persons will not be admitted to the PSC:

- Participants who are required to register pursuant to Penal Code (PC) Section 290 (sex offense) and/or PC 457.1 (arson) or have a history of either.
- Participants with a case factor indicating the participant would be a danger to others. (Example: participants against whom a current program participant has a restraining order.)
- Participants in need of detoxification

All placements must be in accordance with state and local laws regulations.

When applicable, the referring Deputy Probation Officer will provide the participant's individual Departments Needs Risk Assessment or equivalent at the time the of referral.

4. SERVICE CENTERS REQUIREMENTS

A. Physical Site Requirements

The PSC shall be (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and PSC physical site and plant requirements.

The minimum PSC physical site and plant requirements include the following components:

1. Control Center Area - A properly furnished, equipped and supplied area will be provided as the focal point for staff's management and control of all PSC activities. Staff assigned to this area shall monitor all written records related to activities such as: participants' schedules; medical appointments; job search passes; reporting to paid jobs in the community; attending off-site functions; check-in of visitors; tracking center searches and communications with related public and private agencies such as law enforcement; emergency service agencies; involvement in social service groups; and substance abuse treatment programs.

2. Participant Housing - Participant housing at the PSC may be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (of which no more than four (4) square feet is closet space) shall be according to the chart below:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

Housing units must provide an adequate number of functional, clean and full-service bathrooms.

If male, female, and transgender participants are housed in the same facility, Contractor shall ensure personal security and privacy which will include, but not be limited to, the following:

- a. Separate and adequate toilet, hand washing, and bathing facilities for females, transgender participants, and males.
 - b. Separate and adequate sleeping areas for females, transgender participants, and males.
3. Parking - Convenient parking shall be available for assigned Probation employees. Public parking can be used for the required parking. All parking expenses shall be the sole responsibility of the Contractor; no reimbursements will be made for parking.
4. Food Services - Meals may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The dining room shall accommodate the total number of participants served at each mealtime and meet all applicable health and sanitation codes. This room can be used for multiple purposes.

Contractor shall provide the following Minimum Staffing Levels: Staffing rosters of all staff names with job titles shall be provided to Probation upon request and upon any changes in staffing.

1 Center Manager

15:1 Caseworker Ratio – Includes 1 Caseworker Supervisor/Asst. Center Manager

5 Monitors

2 Job Developers

1 Secretary/Administrative Staff

1 Cook

2 Assistant Cooks

1 Maintenance Worker (This position is not required if maintenance is being addressed as needed using professional Contractors)

- a. Subcontracted Food Service

Contractors who subcontract food service through a local provider such as a restaurant or caterer shall ensure the provider:

- a) adheres to all state and local health sanitation codes and regulations
- b) be licensed
- c) has a certificate or permit to operate
- d) is notified in writing that the provider is subject to inspection and approval by Probation Department staff.

5. Office Space for Probation Assigned Staff - Private office space designated solely for one Probation Department staff position assigned to the PSC shall be made available should the need arise. This office space shall include a working telephone. The office must also include a broadband Internet connection along with appropriate service provided at Contractor's expense. Broadband Internet service is defined as either a cable or DSL connection.
6. Participant Property Room - Personal property left at the PSC shall be held in secured storage to prevent damage to the participants' belongings for no longer than 30 calendar days. Property left beyond 30 calendar days shall be forfeited.
7. Maintenance Room – All tools and maintenance equipment will be kept in a locked maintenance room.
8. Suitable Living and Sleeping Areas - The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Cleaning and Replacement Log.
9. Smoke-free Environment - Indoor smoking at a PSC shall be prohibited in accordance with State law. A **"NO-SMOKING"** sign shall be posted within the PSC in full view of participants, staff and visitors. Contractor shall post a **"NO-SMOKING"** sign in all sleeping areas; designated visiting areas; and in the main office/central control area occupied by staff.
10. Vector Control - Contractor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the PSC facility.
11. Sanitation and Health Codes and Regulations - Written reports of inspection by state or local authorities shall be sent to Chief Probation Officer or his or her designee upon request and kept on file at the PSC facility.
12. Building Codes and Regulations - Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.
13. Housekeeping and Maintenance Plan - A Housekeeping Plan and Log shall be maintained by PSC staff that reflects daily inspections of the PSC to ensure it is kept clean and in good repair at all times. The PSC shall be equipped with a utility sink and have a secured storage space to be used for the storage of the PSC cleaning supplies and equipment (e.g., mops, brooms, buckets, etc.) A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is kept and shall meet hazardous material storage requirements.
14. Construction — Contractor must notify the Chief Probation Officer, or his or her designated Deputy Chief or Assistant Deputy Chief 30 calendar days prior to the commencement of any construction on the facility site in order to facilitate the relocation of participants, if this construction affects bedspace availability or if relocation is necessary.
15. Temperature Control — PSC facilities should be equipped with either central heating, wall heating, or at minimum electrical space heaters. Kerosene or propane space heaters cannot be utilized at PSC facilities due to health risks and fire hazards.

An electrical space heater with a proper heating element guard may be used as an acceptable alternative form of heating. Electrical space heaters must be manufactured post- 1991 and be the correct size for the room to be heated.

B. Service Requirements

Introduction and Orientation of Participants to the PSC and the Programs:

Within 24 hours of arrival at the PSC, participants shall receive a written summary of the PSC procedures governing their conduct, services, and activities.

This summary shall be presented in a non-English language, if necessary, and include procedures governing:

- mail
- visiting
- use of center telephones and personal cell phones
- discipline
- appeals
- The PSC daily activities and other requirements.

PSC and Probation Department governs, substance abuse testing, participation in paid employment, amount of cash a participant may have in his/her possession (\$150.00 maximum), and the role of the Probation Department staff. Participants shall be advised that their continued presence at the PSC is at the discretion of Probation Department staff and the facility manager/director, which is contingent upon participation and house rules. Probation Department staff will consult with facility staff on an as needed basis. The Chief Probation Officer, or his or her designee, will make the final decision on any participant discharge issues that cannot be resolved between Probation Department staff and the PSC facility manager/director to determine if the participant shall continue in the PSC.

An initial orientation check-off sheet shall be signed by the PSC employee who conducted the orientation and also by the participant. The original check-off sheet shall be retained in the participant's case file and a copy given to the participant.

1. Individual Needs Assessment Review/Assessment Plan - Within five (5) calendar days of arrival at the PSC, caseworker staff will determine if a needs assessment has been completed by the Probation Department.

If a Needs Assessment has been completed, the caseworker will review it with the participant and determine the course of action in accordance with their top three criminogenic needs.

If a Needs Assessment has not been completed, the caseworker will advise the referring Deputy Probation Officer, who will make arrangements for the Needs Assessment to be completed.

The focus of the Needs Assessment may include, but are not limited to the following criminogenic needs:

- a. Education
- b. Community employment
- c. Friends
- d. Residential
- e. Family
- f. Alcohol/Drug use
- g. Mental Health
- h. Aggression
- i. Attitudes/Behaviors
- j. Coping Skills

The caseworker supervisor and/or caseworker(s) will complete the Individual Treatment Plan (ITP) within seven days of the participant's arrival and retain the ITP in the participant's case file. The ITP will be utilized during the participant's case review/committee hearing at the facility and will be updated prior to the participant's transition.

The highest three **criminogenic needs** in accordance with the assessment will be the focus of the ITP. Program Requirements regarding what should be included in the ITP can be found in Section 5.C.

2. **Case Management Review.** — A continuous review of the participant's needs, participation and conduct while at the PSC will be monitored throughout the participant's stay. Contractor to develop and provide procedures on Case Management Review and will be placed in the participant's file.
3. **Confidentiality and Security of Participant Case Files** — Contractor will maintain written policies and procedures in accordance with Probation Department policies. The PSC must prepare and maintain properly organized case files which include pertinent information from participants' Probation files as well as the PSC's intake information, case assessment and program plan. All such case files shall be secured in a locked file cabinet accessible only to authorized Probation and PSC staff. Contractor shall have written procedures for the release of case file information. This will include the participant's signed and dated Release of Information Form; the name of the person, agency or organization to which the information was released; and the signature of the PSC employee who released the information and the date of release.
4. **Program Data Collection Form** — The Program Data Collection Form (to be provided by the Probation Department) must be completed for each participant who enters the PSC.
5. **Personal Identification Cards** — If a participant does not have a current California Identification Card or California Driver's License, Contractor shall refer the participant to the Department of Motor Vehicles and assist the participant in completing the required paperwork and acquiring identification.
6. **Social Security Card** - If a participant does not have a valid Social Security Card, Contractor will refer the participant to the Social Security Administration and assist the participant in completing the required paperwork and acquiring a Social Security Card.
7. **Participant Clothing and Shoes** — PSC staff shall assist the participant on a case by case basis in obtaining needed clothes and shoes through local clothes closets maintained by charitable organizations.
8. **Laundry Services** - Contractor will provide, at no cost to the participant, regular access to on-site laundry machines and detergent. All bed sheets, pillow cases, and towels shall be laundered at least once a week.

Upon arrival at the PSC each participant will receive one set of clean linens, a blanket, and a bath towel. A second set of clean linens, a second blanket, and a second towel shall be kept on hand and stored in a linen closet. Linen and towel supplies must be rotated on a weekly basis and replaced by Contractor if they are worn or stained. Participant clothing shall be laundered as required based on their daily work and program activities.

9. **Participant Medical Care** - Periodically, participants with special medical needs may be placed at the facility. It shall be the responsibility of the Contractor, in consultation with the Chief Probation Officer or his or her designee, to make appropriate reasonable accommodations for those with special needs. Reasonable accommodations may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the participants.

If a participant does not currently have medical, dental or vision insurance, or the means of paying for health care, the Contractor should encourage and assist the participant in obtaining appropriate insurance (through a spouse/family member, Medi-Cal, Veterans Administration, County Medical Assistance, etc.). When any participant has health-related problems that may interfere with the participant's ability to remain in a PSC, the Contractor shall notify Probation

Department staff to determine the course of action. If the participant can remain at the PSC, the Contractor shall provide the participant adequate information to secure the necessary medical appointment and assist with transportation.

a. Medicine Cabinets

The PSC shall have a secured medicine cabinet in a controlled area under staff's supervision. A log sheet must be kept on all medications stored in this cabinet which includes all of the following:

- the name of each medication
- the participant's name
- Probation number
- dosage given,
- the date and time administered
- the number of pills or liquid quantity remaining after each dosage has been administered
- name of staff who administered the dosage
- date and initials of the PSC manager's weekly inventory of medications.

All participants' outdated, discarded and/or unclaimed medications must be properly disposed of. Medication requiring refrigeration will be stored in a locked, refrigerated area.

b. First Aid

All PSC staff shall be trained in first aid, including Cardiopulmonary Resuscitation, within the first six weeks of employment. A certificate of completion must be maintained in the employees' personnel files. Fully stocked first aid kits will be located in key areas such as the control room, kitchen and maintenance shop.

10. Meals - Upon written request, with adequate justification and information that can be verified through a representative of the religion at issue, the provider will make every reasonable effort to accommodate special and religious diets.

Proof of food preparation and medical clearances shall be maintained in the staff member or participant file and available upon request.

Sack lunches shall be provided to participants who are off-site during the day on authorized activities. In addition, the evening meal will be prepared and stored under refrigeration for participants' working irregular hours and returning to the PSC after the kitchen has closed.

Kitchen and dining room trash and refuse shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents, and supplies must be stored separately and away from food, cooking supplies, and serving utensils. The PSC's management staff will conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic manner.

11. Participant Mail - All regular non-confidential mail received or sent by participants at the PSC is subject to being searched by a Probation Department peace officer staff as authorized by the participant's signature agreeing to the PSC house rules/conditions of admission. Reading of mail shall be for cause only, which may be, but is not limited to, staff's belief that participant's mail sent or received poses a danger to persons, the general public or a serious threat to the security of the PSC.

All incoming packages addressed to participants will be opened and inspected in the presence of the participant receiving the package. All regular mail shall be inspected for the purpose of verifying and recording the receipt of permitted personal property and to prevent the introduction of material, substances, or property that the participants are not permitted to have in the PSC.

12. Participants' Use of PSC's Designated Telephones and Cell Phones - The PSC shall provide participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, service agencies or any person of the participant's choosing. Contractor shall provide TDD telephones and other assisting equipment upon request from the participant.

Contractor will prepare and adopt written policy and procedures regarding the time of day, frequency and length of time telephones may be used and prohibition on receiving incoming calls. If PSC staff receives an emergency or program related telephone call for a participant, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the participant at the earliest possible opportunity.

Participants will be permitted to use the PSC's business telephones for program related purposes.

Contractor must have a written policy regarding the use of cell phones by participants. This policy shall be disseminated to each participant upon entrance to the PSC. In addition, this policy shall be a part of the Operations Manual for the PSC and be made available to Probation staff upon request.

13. Participants' Use of Personal Vehicles - In accordance with PSC rules, participants who are employed or participating in approved activities may request approval to use their personal vehicle. This request shall be submitted in writing to the PSC's Probation staff

Approval or denial shall be placed in the participant's case services files.

14. Participant Passes - The PSC director/manager (or designee in his or her absence) and/or assigned Probation staff may authorize participant passes between the hours of 0600 through 2100.

15. Community Leave Requests - Only the PSC's Probation staff may grant participants community leave, which includes overnight visits for family reunification.

16. Participant Transportation - Contractor shall provide safe and secure public transportation of participants to all contracted programs, emergency transports, and Contractor's move to a new location. Contractor or staff shall never use their personal vehicles to transport participants. Contractor will provide bus passes/tokens for the use of the public transportation systems to indigent participants who have insufficient funds to pay the cost of bus passes/tokens. Determination of whether a participant is indigent will be made by the Chief Probation Officer or his or her designee. Bus passes are to be used for program-related activities, medical appointments, DMV appointments, etc. Contractor will not provide monetary funds for transportation purposes.

C. Program Requirements

Contractor must comply with the PSC concept goals to promote self-sufficiency for participants through required involvement up to 120 calendar days, providing life skills training, counseling, enhanced employment readiness training, and job search/employment. Contractor will provide all training materials to be utilized for required programming. Training materials may include (for example): computer programs, books, videos, and other materials. Staff shall be trained in any evidence based curriculum as designated by the Probation Department.

For all participant program requirements and referrals (as specified in this section), Contractor will complete and have each participant sign the "On-Site Probation Participant Program Sign-In Sheet" and/or the "Off-Site Probation Participant Program/Employment Sign-Out Sheet." The sign-in and sign-out sheets must contain the participant's name, assigned Probation number, program component name, and hours completed.

The County reserves the right to alter Probation forms required under the Agreement to meet the needs of the County.

- Based on the participant's individual needs assessment a determination will be made by the caseworker, in accordance with the participant's top three criminogenic needs, as to the appropriate service level. The Contractor must provide an Evidence-Based Curriculum as approved by the Probation Department.

The Contractor will also provide Independent Life Skills for each participant including, but not limited to the following:

- Life Skills/Independent living
- Budgeting and Money Management
- Healthy Lifestyle Education
- Computer Familiarization
- Job Readiness and Resume Preparation
- Community Reentry Planning and Connections

D. Administrative Requirements

Contractor will ensure that the administrative integrity of the PSC is maintained at all times. An adequate administrative control, must incorporate the following components into the scope of operations:

1. Organizational Structure - A written description and an organization chart that outlines the structure of authority, responsibility and accountability within the PSC and the PSC's parent organization. The description will outline all potential nepotism and relationships.
2. Computer Requirements — Maintain a minimum of one (1) computer, monitor, and printer at both the PSC facility and the corporate office. The computers shall be equipped with Microsoft® Windows 10 Professional operating system or later, antivirus/anti-malware software, Microsoft® Office 2007 or later applications (Word, Excel and Access at a minimum), and a compact disc drive. Each computer must have internet service (broadband or better) supporting electronic mail for staff members, and the ability to transmit data via Secure FTP (FTP over SSH, port 22). To prevent breaches or loss of data, computers and data files must be secured from unauthorized physical or electronic access, and data will be backed-up daily.
3. Data Collection - Maintain a computerized database and collect demographic, program participation and program exit data as outlined in Section C (Program Requirements); Section E (Security Requirements); the Program Data Collection Form and any other data determined by Chief Probation Officer or his or her designee. All intake, participation, and exit data collected for all PSC participants, will be entered into the database and submitted electronically for review not later than the 15th of the following month. Any data requested by the Probation staff must be made available for review, and a Register of Program Participation (RPP) will be generated on a monthly basis, summarizing participant participation in program components for approval by Probation staff. The RPP shall be submitted with the Monthly Invoice.

Contractor's Center Manager (CM) shall monitor the data collection to ensure the quality of the data provided is accurate, and submitted each month as required, and corrected, if necessary.

4. Fiscal Responsibilities - The CM is directly responsible for implementation of program activities and for ensuring compliance with the County's administrative and fiscal regulations relating to this RFQ. In conjunction with the CM, Contractor's financial officer is responsible for preparing and administering an accounting manual which maintains fiscal records to adequately determine allowable and applicable program costs.

Invoices must be submitted according to the following instructions:

- 1) be accompanied by required supporting documentation noted above;
- 2) include the Agreement Number; and
- 3) be submitted not more frequently than monthly to the Probation Business Office.

Invoice packages will be returned to Contractor if the County determines they are incomplete, improperly prepared, or missing the required supporting documentation. Before payment is made, Contractor must correct any invoice package errors, submit the proper documentation and/or complete, accurate data as required.

5. Trust Fund Accountability — Participants are required to save 75 percent of their net income. The amount may be reduced on a case-by-case basis with the approval of Probation Department staff. While participants are housed in the PSC, their income may not be used to purchase expensive personal items (i.e. automobiles, motorcycles, stereo sets, and jewelry). (SSI payments will be considered as income and treated with the same procedure set in place for participants while housed at the PSC). If a participant is removed from the program either voluntarily or involuntarily (including absconders), but has monies left in their Trust Fund, Contractor shall forward a check in the participant's name to the Chief Probation Officer, or his or her designee, no later than seven (7) calendar days from being voluntarily or involuntarily (including absconders) removed from program. Contractor will establish a Trust Fund for participants for the purpose of saving money. Contractor shall maintain accounting records necessary to provide for the recording of all transactions affecting the Trust Fund. Contractor shall limit the number of employees that handle the trust funds to a select few who have passed a criminal background check conducted by the Probation Department. Accounting records must be accurate and current relative to each individual participant within the Trust Fund. All entries to the Trust Fund should be supported by sufficient and relevant source documentation. Monthly reconciliations should be performed to ensure the accuracy of the accounting records. Trust Funds will not be utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant and approved by assigned Probation Department staff. If interest is earned in the Trust Fund, a fair market interest rate shall be established and distributed to individual participants based on the amount saved.
6. Participant Funds — Participants shall be limited to having \$150.00 in their possession unless the assigned Probation Department staff approves a participant's request to exceed this limit for specified reasons.
7. Records Retention (Non-financial Records) - Hard copy and electronically formatted records of all non-financial documentation, files, etc., relevant to each individual participant and the operation of the PSC must be maintained for five years . Data shall include, but not be limited to:
 - daily movement sheets
 - participant case files
 - personnel files
 - food service
 - maintenance records and logs
 - correspondence.

Contractor will be responsible for ensuring that such records are adequately and securely kept at each PSC facility. Files shall be made available to Probation Department staff upon request.

8. Personnel Policies and Procedures — Contractor shall develop and maintain written personnel policies and procedures which include, but are not necessarily limited to:
 - a. Security Clearances - All current and potential staff must undergo a thorough security clearance, which will include a Live Scan background check. Contractor shall review the Live Scan reports to ensure their staff meets all Probation Department mandates and requirements. The County reserves the right to approve or deny all security

clearances.

The County has the authority to immediately terminate any ensuing Agreement should any Contractor employee be identified as a threat to security. Any employee providing administrative staff management oversight and monitoring shall be a minimum of 21 years of age.

- b. Job Descriptions — Provide job descriptions for all staff positions authorized under this Agreement. Each job description shall include the job title and shall accurately describe the duties and responsibilities of the position and identify the required minimum experience and education.
- c. Fraternalization – All Employees of the PSC shall comply with the Contractor's policy prohibiting employees from over-familiarization and fraternization with participants, their families, and their friends. This policy must be reviewed and approved by the Chief Probation Officer and/or his designee.
- d. Staff In-Service Training - Contractor, in conjunction with Probation Department staff, will develop and implement training programs for all staff which shall clearly define the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the PSC. Documented evidence that full-time monitoring/counseling employees receive 40 hours of applicable orientation and training within their first year on the job and 40 hours of in-service training annually thereafter must be provided. Evidence shall include an individual training plan maintained for each employee documenting chronological dates when the training took place and the classes taken. Training plans will be maintained in each employee's personnel file. Training shall include, but not be limited to, Participant and Staff Relations, Equal Employment Opportunity Discrimination and Sexual Harassment Policies, and Blood Borne Pathogens/Infectious Diseases.
- e. Staff Coverage - Contractor must provide appropriate staff coverage on site to effectively confer with Probation staff regarding policy, participant/program issues, and meet the staffing requirements specified within this RFQ. Staffing schedule will identify which qualified staff shall provide direct supervision of participants 24 hours daily, seven (7) days a week.

A staff roster will be in accordance with established staffing ratios and be made available upon the County's request.
- f. Job Action Contingency Plan — Provide a written job action contingency plan to be implemented in the event of employee actions which may disrupt the PSC's daily operation (i.e., strikes, sick-outs, sit-ins, etc.).
- g. Citizen Volunteers — Volunteers, including interns, tutors, visiting clergy and members of special interest groups shall be approved by the Chief Probation Officer, or his or her designee, prior to commencing work.
- h. Vacant Positions — All vacant positions shall be filled within 90 days after notice is given for a budgeted position or the employee is terminated.

E. Security Requirements

- 1. Operations Manual - Prepare and maintain a current written operations manual that describes the PSC's purpose, philosophy, programs, services, policies and procedures. This manual shall summarize the approved methods of implementing Probation policies and provide details for daily operation of the program. This manual will be made available to the County upon request.
- 2. PSC Safety and Security - With the County's assistance, develop and maintain written policies and procedures for the PSC pertaining to the proper supervision of participants, maintenance of security, and handling of emergencies. These policies and procedures must include, but are not limited to:
 - a. Control Center Area - An adequately equipped, staffed and properly managed control center area for observation of PSC activities that is fully operational 24 hours a day,

seven (7) days per week.

- b. Key Inventory and Control - The inventory and control of every key issued and used in the PSC's operations. These procedures shall address, at a minimum: Restriction of keys to sensitive areas including kitchen; food storage room; medicine cabinet; participant property room; staff offices; participant case file cabinets; hand tools and hazardous/toxic/volatile substances.
- c. Center and Grounds Security - Daily inspections of PSC facility grounds addressing such matters as functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out); keeping the PSC and grounds free of contraband and providing security from outside intrusions. These policies shall ensure that the participants shall not be locked inside the PSC at any time. Door alarms will be used on exit doors that are not staffed to eliminate unauthorized egress. These inspections shall be tracked on a Daily Log Sheet.
- d. Unauthorized Departures - The following guidelines shall be used for the detection and reporting of participants who depart without authorization from: (1) the PSC facility; (2) community locations where the participant is authorized to be; and (3) home, school, work, medical clinics, counseling centers, etc. A participant will be considered an unauthorized departure after 12 hours have passed from the time the participant was due to return.
- e. Controlled Entry onto PSC Facility Grounds - Have a policy for the prohibition of unauthorized persons entering the PSC and grounds. Unauthorized persons include anyone other than CDCR/Probation staff, Contractor staff, sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors will possess identification and must sign in-out of the facility. This policy shall be clear and concise to guide PSC employees in their decisions to admit or deny anyone seeking admission for any reason.
- f. Intake and Exit Procedures — Written policies and procedures regarding the intake and exit of participants in the PSC must follow the guidelines below. The intake of participants shall occur between the hours of 6:00 a.m. through 10:00 p.m.
 - (1) Intake: The intake of participants will include the assigned Probation Department staff and/or Facility Manager or his or her designee (supervisory level or higher). The Supervising Probation Officer will submit a referral for to the PSC including the following information:

The participant's name; Probation number; projected program completion date; home address; date of birth; race or ethnic origin; sex; whom to notify in an emergency; special medical needs; inventory list of personal property brought to the PSC and where such property is to be sent in the event of the participant's unauthorized departure, transfer, program completion and/or termination, arrest, discharge or death.

Contractor staff will instruct the participant to complete and sign the Participant Authorization for Disposition of Funds form.
 - (2) Exit: Upon participant exit, the "Program Exit" section of the Program Data Collection Form will be completed. The participant's funds (amount earned and saved while in the program), the reason for exit, the exit date, and the total number of days of participation in PSC will be addressed.
- g. PSC and Participant Searches - The daily, weekly, and monthly searches of the PSC and its participants for contraband shall be conducted per standards set forth by the Chief Probation Officer or his or her designee. These searches will include securing and handling contraband pending the assigned Probation Department staff's disposition. Participants returning to the PSC shall be subject to search by staff. Both PSC and participant searches must be documented in the appropriate logs and reviewed by Probation Department staff.

- h. PSC Staff's Use of Physical Force and Restraints - Is prohibited by licensing except in self-defense, protection of others or prevention of property damage. Each occurrence involving the PSC staff's use of physical force on a participant shall be documented in compliance with Probation incident and altercation reports and submitted to the Chief Probation Officer, or his or her designee, within 24 hours of the incident.
 - i. Emergency Procedures - In the event of an emergency situation at the PSC, PSC-staff shall immediately call 911 and inform Probation Department staff as soon as possible.
 - j. Disturbance Control Plan - A written Disturbance Control Plan shall be implemented in the event of a major disturbance such as riots; strikes; attacks upon staff, visitors, or participants; explosions or fires; suicides or attempted suicides; natural disasters; and accidental injuries to staff, visitors, or participants. This plan must include procedures for requesting after hour emergency transportation of participants, placement of participants at temporary facilities, local assistance from local law enforcement and/or emergency agencies as the circumstances warrant. The development of a Disturbance Control Plan should be coordinated with the Chief Probation Officer or his or her designee. A copy of the Disturbance Control Plan will be submitted to the Chief Probation Officer or his or her designee as soon as developed.
 - k. Mutual Aid Agreements - In consultation and dual development with the assigned Probation staff, Contractor must have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the PSC.
3. Fire Prevention and Safety - Contractor shall have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:
- a. Smoking – All indoor smoking shall be prohibited at PSC facilities in accordance with state law.
 - b. Fire Safety inspections and Reports - Inspection of PSC facility shall be required, prior to facility activation, to determine conformance with fire safety requirements pursuant to Health & Safety Code section 13143.6. The original Fire Safety Inspection Request form (STD. 850), or city equivalent, shall be completed in accordance with the Health & Safety Code and any other state, county or local ordinance or regulation, and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the existing facility, such as room additions, kitchen expansions, ADA compliance, etc. One copy of the approved request shall be submitted to Probation Officer or designee.
 - (1) Fire Evacuation/Emergency Procedures - written emergency procedures approved by the Chief Probation Officer or his designee with notifications of the proper authorities and CDCR/Probation
 - c. Evacuation/Emergency Training - All personnel shall be trained in the implementation of emergency procedures within two (2) weeks of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training is to be documented for compliance.
 - d. Quarterly Emergency Evacuation Drills - Conduct and document quarterly emergency evacuation drills at the PSC. Documentation of each drill shall include the date and time of day; the evacuation path used; the number of staff, participants and visitors who participated; the amount of time it took to complete the drill; and comments.
4. Annual Health and Safety Inspections - Shall comply with all mandated public health and sanitation codes and regulations and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to the Chief Probation Officer or his or her designee. If unable to obtain, Contractor shall provide documentation that they contacted the appropriate agency (i.e., date, contact person, reason).

5. Substance Abuse Testing (SAT) of Participants – Contractor staff shall be authorized to administer urine testing at Contractor's expense to participants in compliance with all applicable laws. SAT of participants for reasonable cause is appropriate as deemed necessary by Probation Department staff. All SAT of participants shall be thoroughly documented and include the name of the staff administering the test; the name and Probation number of the tested participant; and the date and time of the test.
6. Inventory and Control of Hand Tools and Hazardous/Toxic and Volatile Substances (HTVS) – Contractor shall have written policies and procedures for the PSC's inventory and control of hand tools and HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public and participants. All hand tools shall be accounted for at all times with a written inventory and with a check-out and return system, such as the shadow board technique. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All HTVS at the PSC shall be received, stored, dispensed and disposed of in accordance with all applicable laws. HTVS shall not be stored in sleeping rooms, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the PSC. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

Flammable substances such as gasoline, kerosene and paint thinner shall be stored in accordance to state and local fire codes and regulations.
7. Participants' Use of Hand Tools and Equipment — Contractor shall maintain written policies and procedures that ensure participants receive documented safety training on the use of hand tools and equipment they are permitted to use. Contractor shall place documentation in the participant's case file for subsequent review by Probation in the event of a participant accident or injury while using such items.
8. Daily Activity Log – Contractor staff shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and staff making the entry shall sign and date the entry.
9. Incident and Altercation Reports — Contractor shall maintain written policies and procedures for reporting incidents and altercations to Probation that occur at the PSC or are related to the PSC's staff and/or participants' off-site activities. Incidents to be reported include, but are not limited to, all serious crimes such as homicides or severe assaults upon or by participants or employees, and sensational activities or events such as riots, strikes, demonstrations, disturbances, disruption of essential services or significant damage to the PSC's property. Crime scenes shall be protected until law enforcement officers arrive.
10. Discipline — Contractor shall maintain written policies and procedures on participant discipline that shall conform in all respects to Probation Department standards and include these components:
 - Contractor's participant discipline shall be so administered as to maintain proper control, conserve human values and individual dignity and to promote socially desirable changes in attitude and behavior.
 - Contractor shall adhere to the practice of progressive discipline of its participants. The assigned Probation liaison and or Supervising Officer shall hear all participant disciplinary reports and shall have the final authority over all serious disciplinary actions.
 - The reporting employee shall forward disciplinary reports to the CM and Probation staff for signature.
 - Participant case files shall contain copies of disciplinary reports including final dispositions and appeals.

- Contractor shall maintain a disciplinary logbook with dates and entries properly completed.
 - Probation staff shall notify the Chief Probation Officer or designee of any disciplinary issues.
11. Participant Appeals and Requests for Reasonable Modification or Accommodation
Contractor shall maintain written policies and procedures on participant appeals (pursuant to CCR, Title 15, Section 3084), including requests for reasonable modification or accommodation (pursuant to CCR, Title 15, Section 3085) which shall conform in all respects to Probation Department standards and include the following components:
 12. All off-site community service work shall be approved in advance by Probation Department staff to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participant. All off-site work shall be for public agencies or private non-profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.
 13. Program Site Visits/Audits
Contractor shall allow the Chief Probation Officer, or his or her designee, access to conduct inspections and review of PSC facilities and program. If corrective actions are identified during the above referenced inspections or reviews, County shall provide written notice to Contractor identifying the corrective actions and timeline to correct said actions. If Contractor fails to take corrective action, County may terminate this Agreement as provided for by Section 4, "Termination," of this Agreement.

F. **Staffing Requirements**

If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond Contractor's control, Contractor shall ensure that experienced temporary personnel are made available within 48 hours and shall remain until the hiring process is completed. All vacant positions shall be filled within 90 calendar days.

The staff descriptions of the required PSC positions include:

1. **Center Manager – This staff person shall:**
 - Have ultimate responsibility for the supervision of all program staff positions. If necessary, substitute for, and adequately perform all duties of any other paid staff;
 - Oversee the implementation and provision of all PSC program components, services and activities;
 - Ensure operational costs do not exceed the funding generated by the program cost reimbursement rate; and
 - Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.
2. **Casework Supervisor/Assistant Center Manager – This staff person shall:**
 - Be responsible for the timely completion of all participant orientations to the PSC and development of all participant ITPs.
 - Be responsible for the coordination and efficient management of program services, casework functions and supervision of caseworker, job developer and monitor staff;
 - Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their ITP;
 - Monitor participants' progress and recommend to the Caseworker, Monitors, Probation staff and participants corrective measures when progress is substandard;
 - Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the Agreement and local policy;

- Be responsible for the secure storage of participant records;
 - Participate in monthly case conferences of all participants; and
 - Be responsible for all duties under the heading of Center Manager when the Center Manager is absent and may assume various duties as delegated by the Center Manager in assisting with overall management of the facility.
3. Caseworker – This staff person shall:
- Possess one of the following requirements: either a BA degree in Social Sciences or a related field from a granting institution accredited by the Western Association of Schools and Colleges, or equivalent; or two (2) years' experience supervising casework staff;
 - Provide the delivery of all program components, except for those provided by the Job Developer, and all other PSC services.
 - Conduct needs assessments and prepare ITPs for all participants;
 - Monitor participants' progress and confer regularly with Probation staff concerning program progress and transition planning; and
 - Document progress and all services provided in the participants' files (including employment effort/status, individual and large/small group counseling, case conference results, referral services and disciplinary information).
4. Job Developer - This staff person shall:
- Possess one of the following requirements: either a BA degree in Social Sciences or a related field from a granting institution accredited by the Western Association of Schools and Colleges; or either a high school diploma or GED and two (2) years' experience in duties locating jobs for the general public or a specific population or one (1) year experience in conducting job search and job retention workshops;
 - Interview participants to determine employment, training and vocational needs; and assist the participant in locating employment;
Conduct the following program components: Job Readiness and Resume Preparation, Interview Skills, and Job Search and Employment;
Locate jobs for participants by making in-person and telephone contacts with employers;
 - Make job referrals to participants and establish a procedure to monitor the job search effort;
 - Apprise the Caseworkers and Probation staff of progress and/or problems associated with job searches; and
5. Monitor - This staff person shall:
- Possess one of the following requirements: either a high school diploma or GED
 - Monitor facility and participants 24 hours a day, seven days a week.
 - As necessary, assist caseworker with the delivery of participant services and activities.
6. Secretary/Administrative Staff - This staff person shall:
- Possess one of the following requirements: either a high school diploma or a GED;
 - Possess good oral and written communication and typing skills; and
 - Function as the PSC's receptionist and perform other office clerical duties within the PSC.

7. Cook - This staff person shall:

- Taste test all food prior to serving it to the participants and reserve a sampling of each meal for 24 hours to determine possible food contamination;
- Develop written procedures for dispensing and retrieving all utensils during and after meal periods.

8. Assistant Cook - This staff person shall:

- Assist the cook with the general operation and duties of the kitchen.

5. COUNTY RESPONSIBILITIES

- Approve participants for placement in the PSC.
- Maintain responsibility for overseeing custody and supervision of participants.
- Provide administrative oversight of the PSC to ensure that program and security requirements are met and to maintain integrity of the program.
- Reimburse Contractor for occupied bed space and programming for participants.
- Monitor Agreement compliance through document review, site visits and audits.
- Process monthly invoices.
- Arrange participant transportation for Probation purposes. Provide Probation staff for supervision of PSC participants.
- Conduct security clearances on all contract employees and volunteers prior to employment.

Exhibit B

Compensation

The Contractor will be compensated for the number of days with beds filled, with the tier to be determined by County based on a monthly average of filled beds per day at the rate listed below. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

A. Per day/filled bed rate

Tiers	Year 1 (FY 24-25)	Year 2 (FY 25-26)	Year 3 (FY 26-27)	Year 4 (FY 27-28)	Year 5 (FY 28-29)
All-inclusive per day/filled bed rate for 1-10 occupied beds:	\$ 648.79	\$ 654.63	\$ 675.72	\$ 695.93	\$ 720.54
All-inclusive per day/filled bed rate for 11-20 occupied beds:	\$ 324.40	\$ 327.32	\$ 337.86	\$ 347.97	\$ 360.27
All-inclusive per day/filled bed rate for 21-30 occupied beds:	\$ 216.26	\$ 218.21	\$ 225.24	\$ 231.98	\$ 240.18
All-inclusive per day/filled bed rate for 31-40 occupied beds:	\$ 191.45	\$ 193.88	\$ 199.74	\$ 205.31	\$ 212.16
All-inclusive per day/filled bed rate for 41-50 occupied beds:	\$ 153.16	\$ 155.10	\$ 159.79	\$ 164.24	\$ 169.73

B. Annual max amount per tier

Tiers	Year 1 (FY 24-25)	Year 2 (FY 25-26)	Year 3 (FY 26-27)	Year 4 (FY 27-28)	Year 5 (FY 28-29)
All-inclusive per day/filled bed rate for 1-10 occupied beds:	\$ 2,368,091.56	\$ 2,389,404.16	\$ 2,466,387.16	\$ 2,547,112.27	\$ 2,629,954.72
All-inclusive per day/filled bed rate for 11-20 occupied beds:	\$ 2,368,091.56	\$ 2,389,404.16	\$ 2,466,387.16	\$ 2,547,112.27	\$ 2,629,954.72
All-inclusive per day/filled bed rate for 21-30 occupied beds:	\$ 2,368,091.56	\$ 2,389,404.16	\$ 2,466,387.16	\$ 2,547,112.27	\$ 2,629,954.72
All-inclusive per day/filled bed rate for 31-40 occupied beds:	\$ 2,795,147.70	\$ 2,830,585.48	\$ 2,916,153.21	\$ 3,005,679.91	\$ 3,097,548.47
All-inclusive per day/filled bed rate for 41-50 occupied beds:	\$ 2,795,147.70	\$ 2,830,585.48	\$ 2,916,153.21	\$ 3,005,679.91	\$ 3,097,548.47

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) **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.

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 Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose

Exhibit D

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.
 - (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 technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement,

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including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

- (vi) 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 admitted 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.
- (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

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insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E Data Security

1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) **"Authorized Employees"** means the Contractor's employees who have access to Personal Information.
- (B) **"Authorized Persons"** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) **"Director"** means the County's Director of Internal Services/Chief Information Officer or his or her designee.
- (D) **"Disclose"** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **"Person"** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **"Personal Information"** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **"Privacy Practices Complaint"** means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) **"Security Safeguards"** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

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- (I) **"Security Breach"** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **"Use"** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

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before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

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employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

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available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-6200 / servicedesk@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards.

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In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

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6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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9. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

Board of State and Community Corrections (BSCC) Grant Award Conditions (not contained in the body of the Agreement)

General Terms and Conditions

All subcontractors must comply with the requirements of the State Contracting Manual, Section 3.06

Special Terms and Conditions

In the event of any inconsistency between the BSCC JAG Grant Agreement (JAG Grant) and the County's agreement with a subcontractor, the language in the Grant agreement will prevail.

Nothing contained in the JAG Grant or otherwise shall create any contractual relationship between the BSCC and any subcontractor.

The County's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the County. As a result, BSCC shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

All subcontractors shall comply with and maintain the eligibility requirements stated in the JAG RFP and as described in Appendix C Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program RFP includes requirements that apply to non-governmental third-party organizations receiving grant funds to continually meet these requirements as a condition of receiving JAG funds. As a non-governmental subcontractor Turning Point of Central CA, Inc. must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of this agreement with the JAG Grantee – the County;
- Be a non-profit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested, if applicable; and
- Have a physical address in the State of California

The subcontractor is to maintain books and records in accordance with generally accepted accounting principles and allow access to such books and records for examination or audit by the BSCC or designee, the State Controller's Office, Department of General Services, the Department of Finance, California State Auditor, and their designated representative during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit.

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The BSCC reserves the right to call for a program or fiscal audit at anytime between execution of this Agreement and the three (3) years following the end of the grant period.

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or improper use. BSCC requires that the County include as a condition of award to a subcontractor will provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program at the time of application for the Agreement and if the Contractor will immediately notify the County should such debarment or conviction occur during the term of this Agreement.

The parties of this Agreement shall deal in good faith and attempt to resolve potential disputes informally.

2020 JAG Award Federal Conditions:

The Contractor shall ensure that, as part of the hiring process, any position funded with grant funds will properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a (a) (1) and (2) making it unlawful to hire or recruit for employment certain aliens.

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

2021 JAG Award Federal Conditions:

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.