

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated September 23, 2025 and is between Community Justice Center, a California 501(c)3 nonprofit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

6 A. Under Welfare & Institutions Code Sections 1950, et seq., the Youthful Offender Block
7 Grant (YOBG) program provides state funding to enhance the capacity of county probation,
8 mental health, drug and alcohol, and other county departments to provide appropriate
9 rehabilitative and supervision services to youthful offenders subject to Sections 731.1, 733,
10 1766, and 1767.35. Counties, in expending the YOBG allocation, shall provide all necessary
11 services related to the custody and parole of the offenders.

12 B. County, through its Probation Department (Probation), needs restorative justice
13 mediation services to be provided between youthful offenders within the juvenile justice system
14 and the victims of crime. Restorative justice focuses on the harm caused by crime, repairing the
15 harm done to victims, and requires youthful offenders to take responsibility for their actions and
16 the impact of those actions.

17 C. County issued a Request for Proposal (RFP) No. 25-080 on April 8, 2025, which
18 solicited proposals from eligible, qualified vendors to provide the aforementioned services. The
19 RFP closed without Addendums or questions on May 1, 2025.

20 D. Contractor responded to the RFP and Probation selected Contractor to provide these
21 services in accordance with the RFP and Contractor's response to the RFP, as incorporated
22 into the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

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

1 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
2 able to perform all of the services provided in this Agreement.

3 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
4 applicable federal, state, and local laws and regulations in the performance of its obligations
5 under this Agreement, including but not limited to workers compensation, labor, and
6 confidentiality laws and regulations.

7 1.4 Contractor shall ensure all Contractor's employees, consultants, subcontractors, or
8 agents described in the Child Abuse Reporting Act, Penal Code section 11164, et. seq., and
9 while performing services under this Agreement, Contractor shall report all known or suspected
10 child abuse or neglect to a child protective agency described in Penal Code section 11165.9.

11 1.5 **Confidential Information.** Contractor shall comply with all provisions of Exhibit B,
12 Data Security.

13 1.6 **Administrative Meetings.** Contractor shall schedule, facilitate, and hold monthly, or
14 as needed, administrative meetings with County staff and/or designees to evaluate and address
15 statistics, program needs, problems/issues that may arise, and interrelationships between
16 County staff and Contractor's staff. Contractor shall provide County staff with statistics in
17 electronic format prior to the meeting.

18 1.7 Contractor shall furnish to County such statements, records, reports, data, and other
19 information as County may request pertaining to matters covered by this Agreement. In the
20 event that Contractor fails to provide such reports or other information so required, it shall be
21 deemed sufficient cause for County to withhold monthly payments until Contractor complies. In
22 addition, Contractor shall provide written notification and explanation to County within five (5)
23 days of any funds received from another source to conduct the same services covered by this
24 Agreement.

25 1.8 Contractor shall provide to County by the 15th of each month the percentage and
26 dollar breakdown of cost to County of services provided the preceding month under the
27 Agreement in a report in the format found in Exhibit C "Cost Summary Report". In addition,
28 Contractor shall provide an annual Cost Summary Report no later than 30 days after the end of

1 each twelve-month term. This financial information shall be required from the Contractor for
2 County to complete and submit reports as may be required by state funding.

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall provide oversight and collaborate with Contractor, other County
6 Departments and community agencies to help achieve program goals and outcomes. In addition
7 to contract monitoring of the program, oversight includes, but is not limited to, coordination with
8 the Office of Youth and Community Restoration (OYCR) and the Superior Court of California,
9 County of Fresno in regard to program administration and outcomes.

10 2.2 County shall participate in evaluating the progress of the overall program and
11 available to Contractor for ongoing consultation. County shall receive and analyze statistical
12 outcome data from Contractor throughout the term of the Agreement on a monthly basis.
13 County shall notify Contractor when additional participation is required. The performance
14 outcome measurement process shall not be limited to survey instruments, but shall also include
15 as appropriate, persons served, staff surveys, and other methods of obtaining required
16 information.

17 **Article 3**

18 **Compensation, Invoices, and Payments**

19 3.1 The County agrees to pay, and the Contractor agrees to receive compensation for
20 the performance of its services under this Agreement as described in Exhibit D to this
21 Agreement, titled "Compensation." County shall pay Contractor based on the hourly rate for
22 direct services for each period of the term in accordance with Exhibit D.

23 Beginning the period of October 1, 2026, through September 30, 2027, the annual
24 maximum compensation may be increased by the National Consumer Price Index (CPI), not to
25 exceed three (3) percent. Contractor shall notify County's Chief Probation Officer, or designee,
26 in writing before September 1st, with the increase to be implemented by October 1st. If
27 Contractor submits the CPI percentage increase to County's Chief Probation Officer, or
28

1 designee, after July 1st, the CPI percentage increase shall be effective thirty (30) days from the
2 date received.

3 **3.2 Maximum Compensation.** For the period of October 1, 2025, through September
4 30, 2026, the compensation paid to the Contractor for services provided to the County shall not
5 exceed One Hundred Forty-Five Thousand, Two Hundred Dollars (\$145,200.00).

6 For the period of October 1, 2026, through September 30, 2027, the compensation paid
7 to the Contractor for services provided to the County shall not exceed One Hundred Forty-Nine
8 Thousand, Five Hundred Fifty-Six Dollars (\$149,556.00), which reflects the possible maximum
9 increase of three percent (3%) from the prior twelve (12) month period. If the CPI is less than
10 3%, this annual maximum compensation amount shall be calculated in accordance with Section
11 3.1, using the prior year's maximum compensation as the baseline.

12 For the period of October 1, 2027, through September 30, 2028, the compensation paid
13 to the Contractor for services provided to the County shall not exceed One Hundred Fifty-Four
14 Thousand, Forty-Two Dollars (\$154,042.00), which reflects the possible maximum increase of
15 three percent (3%) from the prior twelve (12) month period. If the CPI is less than 3%, this
16 annual maximum compensation amount shall be calculated in accordance with Section 3.1,
17 using the prior year's maximum compensation as the baseline.

18 If performance standards are met and this Agreement is extended for an additional one-
19 year period pursuant to Article 4, "Terms of Agreement," then for the period of October 1, 2028,
20 through September 30, 2029, the compensation paid to the Contractor for services provided to
21 the County shall not exceed One Hundred Fifty-Eight Thousand, Six Hundred Sixty-Three
22 Dollars (\$158,663.00), which reflects the possible maximum increase of three percent (3%) from
23 the prior twelve (12) month period. If the CPI is less than 3%, this annual maximum
24 compensation amount shall be calculated in accordance with Section 3.1, using the prior year's
25 maximum compensation as the baseline.

26 If performance standards are met and this Agreement is extended for an additional one-
27 year period pursuant to Article 4, "Terms of Agreement," then for the period of October 1, 2029,
28 through September 30, 2030, the compensation paid to the Contractor for services provided to

1 the County shall not exceed One Hundred Sixty-Three Thousand, Four Hundred Twenty-Two
2 Dollars (\$163,422.00), which reflects the possible maximum increase of three percent (3%) from
3 the prior twelve (12) month period. If the CPI is less than 3%, this annual maximum
4 compensation amount shall be calculated in accordance with Section 3.1, using the prior year's
5 maximum compensation as the baseline.

6 **3.3 Total Maximum Compensation.** In no event shall total maximum compensation for
7 services performed under this Agreement exceed Seven Hundred Seventy Thousand, Eight
8 Hundred Eighty-Three Dollars (\$770,883.00) for the entire possible five (5) year term of the
9 Agreement. The Contractor acknowledges that the County is a local government entity, and
10 does so with notice that the County's powers are limited by the California Constitution and by
11 State law, and with notice that the Contractor may receive compensation under this Agreement
12 only for services performed according to the terms of this Agreement and while this Agreement
13 is in effect, and subject to the maximum amount payable under this section. The Contractor
14 further acknowledges that County employees have no authority to pay the Contractor except as
15 expressly provided in this Agreement.

16 **3.4 Invoices.** The Contractor shall submit monthly invoices to 1)
17 ProbationInvoices@fresnocountyca.gov and 2) ProbationContracts@fresnocountyca.gov. Each
18 invoice shall specifically identify this Agreement number and shall include the amount due for
19 compensation as identified in Exhibit D. Contractor shall maintain adequate supporting
20 documentation in detail to permit tracing transactions from the invoice to the account records,
21 which shall be attached to each invoice. Supporting documentation includes but is not limited to,
22 list of direct service positions funded (monthly staffing report) and documentation of direct
23 service staff hours (e.g., timesheet, time tracking reports, etc.). The Contractor shall submit
24 each invoice within fifteen (15) days after the month in which the Contractor performs services
25 and in any case within fifteen (15) after the term or termination of this Agreement. At the
26 discretion of the County's Chief Probation Officer, or designee, County shall have the right to
27 withhold payment until an invoice is corrected to the County's satisfaction.

28

3.5 Payment. Payments shall be made by County to Contractor in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt, verification, and approval by County. All final invoices and/or any final budget modification requests shall be submitted by Contractor within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by County on claims submitted beyond the sixty (60) day closeout period.

3.6 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 4

Term of Agreement

4.1 Term. This Agreement is effective on October 1, 2025 and terminates on September 30, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, 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 satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

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

For the County:

Chief Probation Officer
County of Fresno
3333 E. American Avenue, Suite B
Fresno, CA 93725
ProbationContracts@fresnocountyca.gov

For the Contractor:
Executive Director
Community Justice Center
4840 N First Street
Fresno, CA 93726
sheri@communityjusticecenter.com

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

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

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

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

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

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

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

Article 6

Termination and Suspension

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

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

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

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

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

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

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

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

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
7 agents, employees, and volunteers, is at all times acting and performing as an independent
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
11 manner or method of the Contractor's performance under this Agreement, but the County may
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
14 right to employment rights or benefits available to County employees. The Contractor is solely
15 responsible for providing to its own employees all employee benefits required by law. The
16 Contractor shall save the County harmless from all matters relating to the payment of
17 Contractor's employees, including compliance with Social Security withholding and all related
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 8**

22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
27 the performance or failure to perform by the Contractor (or any of its officers, agents,
28 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.

8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit E to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 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.

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

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

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

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

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

10.4 This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) (“CPRA”).

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

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

10.5 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five (5) business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or

1 control, or (b) provide to the County a written statement that the Contractor, after conducting a
2 diligent search, does not possess or control any of the requested records. The Contractor shall
3 cooperate with the County with respect to any County demand for such records. If the
4 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
5 CPRA or other applicable law, it must deliver the record or data to the County and assert the
6 exemption by citation to specific legal authority within the written statement that it provides to
7 the County under this section. The Contractor's assertion of any exemption from disclosure is
8 not binding on the County, but the County will give at least ten (10) days' advance written notice
9 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
10 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
11 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
12 failure to produce any such records, or failure to cooperate with the County with respect to any
13 County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

16 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
17 or changes its status to operate as a corporation.

18 **11.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
20 "Self-Dealing Transaction Disclosure Form" (Exhibit F to this Agreement) and submitting it to the
21 County before commencing the transaction or immediately after.

22 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
23 a party and in which one or more of its directors, as an individual, has a material financial
24 interest.

Article 12

General Terms

27 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 **12.2 Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 **12.3 Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 **12.4 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
8 County, California. Contractor consents to California jurisdiction for actions arising from or
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
10 brought and maintained in Fresno County.

11 **12.5 Construction.** The final form of this Agreement is the result of the parties' combined
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
14 against either party.

15 **12.6 Days.** Unless otherwise specified, "days" means calendar days.

16 **12.7 Headings.** The headings and section titles in this Agreement are for convenience
17 only and are not part of this Agreement.

18 **12.8 Severability.** If anything in this Agreement is found by a court of competent
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
22 intent.

23 **12.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
28 all applicable State of California and federal statutes and regulation.

1 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Contractor and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
6 between the Contractor and the County with respect to the subject matter of this Agreement,
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature unless those things are expressly included in
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
12 exhibits.

13 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:
16 (A) The Contractor is duly authorized and empowered to sign and perform its
17 obligations under this Agreement.

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

21 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
22 electronic signature as provided in this section.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

2 COMMUNITY JUSTICE CENTER

3 COUNTY OF FRESNO

4 Sheri Wiedenhoefer

5 Sheri Wiedenhoefer, Executive Director
6 4840 N First Street, Suite 101
7 Fresno, CA 93726

Ernest Buddy Mendes

8 Ernest Buddy Mendes, Chairman of the
9 Board of Supervisors of the County of Fresno

10 Attest:

11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By: Haname
15 Deputy

16 For accounting use only:

17 Org No.: 34309999
18 Account No.: 7295
19 Fund No.: 0001
20 Subclass No.: 10000

Exhibit A

Scope of Services

1. Background

2 a. Probation has coordinated victim and offender mediation/reconciliation services
3 since 1997 in a restorative justice approach to raise youth awareness of the
4 consequences of their actions and supporting making restitution for those
5 actions. Funding for contracted restorative justice mediation services under this
6 Scope of Work is part of the County's prevention and intervention strategies
7 under its Juvenile Justice Crime Prevention Act – Youthful Offender Block Grant
8 (JJCPA – YOBG) Annual Plan for the YOBG program.

2. Target Population

3 a. Contractor shall provide restorative justice mediation services to youthful
4 offenders within the juvenile justice system, victim of crime or surrogate, and
5 their families.
6 b. Referrals shall be made to the Contractor by Probation or the Court.

3. Location of Services

4 a. Services shall be provided in a safe and structured setting for the youthful
5 offender, victim, and their families, which may include the Contractor's site or
6 community locations.
7 b. Contractor shall operate out of a community site office located in the Fresno
8 metropolitan area, which includes a dedicated mediation room, an additional
9 circle room, and a larger area to accommodate all parties involved.

4. Hours of Operations

5 a. Contractor's office shall be open a minimum of eight hours per day, Monday
6 through Friday. Staff shall be available during scheduled business hours to
7 respond to urgent needs by program participants. Additionally, Contractor shall
8 provide operational services in the office and field, as needed, and should be
9 capable of modifying operational hours to accommodate and increase
accessibility and timeliness of services to the target population.

Exhibit A

5. Description of Services

- a. Restorative justice mediation shall foster direct communication between the victim and youthful offender for dialogue, negotiation and problem solving. Youthful offenders shall be held directly accountable for their behavior, learn about the full impact of their actions, and develop plans for how they will make amends to their victims. Key stages are expected to include but not be limited to the following:
 - i. Pre-Mediation Meetings
 - ii. Joint Mediation Session
 - iii. Referral and Assessment
 - iv. Agreement and Outcomes
- b. Contractor shall provide family maintenance, as referred by the Court.
- c. Contractor shall contact the victim, youthful offender, and their family to determine participation in restorative justice mediation. Program participation shall be through informed consent and on a voluntary basis.
 - i. Contractor shall ensure parties are suitable for mediation and secure a surrogate for the victim if appropriate.
- d. Contractor shall provide all necessary arrangements for restorative justice mediation.
- e. Contractor shall contact and prepare for restorative justice mediation with all the appropriate individuals and agencies (Police, Probation Officer, District Attorney, Youthful Offender, Youthful Offender's Family, Victim or Surrogate, and any other agency necessary to complete the restorative justice mediation).
- f. Contractor shall facilitate and directly participate in the restorative justice mediation, and prepare an agreement to be executed by participating parties. This collaborative agreement shall be established and signed by the youthful offender, victim/surrogate, and families. The agreement may include, but is not limited to restitution, public service, counseling, and/or other forms of reparation.

Exhibit A

1 The agreement is not legally binding, but the Court may recognize it as a part of
2 the sentencing or restorative justice process.

3 g. Contractor shall ensure proper monitoring of the offender's performance of their
4 obligations under this Agreement until their completion (or failure to fully perform
5 under this Agreement) for the necessary timeframe.

6 h. Contractor shall foster the victim's sense of empowerment by addressing the
7 emotional needs of the victim and answer any questions the victim may have
8 about the case or the restorative justice process.

9 i. Contractor shall complete all reports, including those referenced in the Section 8,
10 Meetings and Reports.

11 i. Contractor shall send any court progress reports for both Probation and
12 Court referrals Probation and Court at email inboxes, as designated by
13 each agency.

14 6. Staffing

15 a. Contractor shall ensure that all staff employed in the performance of this Scope
16 of Work possess the required expertise, skill, and professional competence to
17 perform their duties.

18 b. Contractor shall provide appropriate orientation and training, at its cost, to all staff
19 under its direction.

20 c. Contractor shall provide/demonstrate ability to access competent and appropriate
21 linguistic services in the identified individual's language of choice and have a
22 working knowledge of accessing and utilizing qualified staff/third-party
23 interpreters or language lines during provision of services.
24 Interpretation/translation services will be at the cost of the Contractor.

25 d. Contractor shall provide sufficient number of staff and shall manage assignment
26 of such staff to ensure that all referrals are addressed in a timely manner.

27 e. Contractor's staffing includes, but is not limited to the following:
28 i. Executive Director

Exhibit A

1 1. Must possess a minimum of a Bachelor's Degree in Psychology,
2 Criminology, Victimology, or a closely related field. May substitute
3 with equivalent work experience.

4 ii. Case Manager(s)

5 1. Must possess a minimum of a Bachelor's Degree in Psychology,
6 Criminology, Victimology, or a closely related field.

7. Outcomes

8 a. In an effort to satisfy required state funding and reporting requirements and to
9 successfully administer, assess and evaluate program outcome effectiveness,
10 Contractor shall collect data and measures applicable to services under this
11 Agreement and submit them in a timely manner to Probation.

12 b. Contractor's program goals and associated objectives and outcomes are as
13 follows:

- 14 i. Increase Community Safety
- 15 ii. Reduce Youth Recidivism
- 16 iii. Improve Outcomes for Youth
- 17 iv. Cultivate Youth Accountability and Responsibility
- 18 v. Address Victim Needs
- 19 vi. Reduce System Costs
- 20 vii. Avoid Labeling Effects

21 c. Specific outcome measurements may be modified as a result of changes in
22 regulations or funding sources.

23. Meetings and Reports

24 a. Contractor shall be responsible for meeting with Probation on a quarterly basis,
25 or as agreed upon between Probation and Contractor, for contract and
26 performance monitoring

Exhibit A

- b. Contractor shall be expected to comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by Probation.
- c. Contractor shall track and provide reporting on the following items and send all applicable information and reports to Probation.
 - i. All activity/data reports shall be due to Probation by the 10th of each month, unless otherwise specified, and will be reviewed for accuracy. If the 10th lands on a weekend or Holiday, reports will be due the next business day.
 - ii. Contractor shall provide Probation with Outcome Reports on an annual and semi-annual basis, respectively. Outcome Report formats will be established through collaboration between Contractor and Probation. Outcome Report measures may change, based on information or measures needed. Additional reports and outcome information may be requested by Probation at a later date, as needed.
 - iii. Probation utilizes an electronic case management system, currently “PRI MS”, for management of records for justice-involved youth. Contractor may be requested to utilize this system to report encounters and statistics related to services provided.

Exhibit B

Data Security

1. Definitions

Capitalized terms used in this Exhibit B 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 B.
- (C) **“Director”** means the County’s Chief Probation Officer or designees.
- (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 B.
- (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 B

Exhibit B

- (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 County 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 B;
 - (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 before such Personal Information is offered by the Contractor for such disclosure so that

Exhibit B

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 B, 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) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or

Exhibit B

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 C. 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 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.

Exhibit B

(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 numbers: (559) 600-5900, (559) 600-4645, followed promptly by email at the following email addresses: incidents@fresnocountyca.gov, ProbationContracts@fresnocountyca.gov, and ProbationAutomationAssistance@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 B, 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 B, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. 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

Exhibit B

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 B.
- (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 B, 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 B.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit B 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.

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

Exhibit B

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 B, 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 B 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 B 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 B 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 B 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.

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

Exhibit B

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit B is intended to confer, nor shall anything in this Exhibit B 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.

Exhibit C

Cost Summary Report

Net Revenue: _____ (Amount Invoiced)

Cost of Services:

	Dollars	Percentage (%)
Total Salaries and Benefits Costs (A)	_____	_____
Total Operational Costs (B)	_____	_____
Overhead Indirect/Administrative Costs (C)	_____	_____
Total Cost of Services (A + B + C):	_____	<u>100%</u>

Tentative Profit/(Loss) _____ (Net Revenue – Total Cost of Services)

Exhibit D

Compensation

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

<u>Fee Schedule</u>					
<u>Service</u>	<u>Hourly Rate Year 1</u>	<u>Hourly Rate Year 2</u>	<u>Hourly Rate Year 3</u>	<u>Hourly Rate Year 4</u>	<u>Hourly Rate Year 5</u>
Mediation Service	\$48.54	\$47.93	\$49.37	\$50.85	\$52.38

- Subsequent years after year one include a percent increase equal to the National Consumer Price Index, not to exceed a maximum of 3%.
- Years four (4) and five (5) are additional 12-month period extensions, if satisfactory performance standards are met by the Contractor.

Exhibit E

Insurance Requirements

1. Required Policies

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

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

Exhibit E

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 B of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

12.16 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 and ProbationContracts@fresnocountyca.gov, 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.

Exhibit E

- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by 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 insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

Exhibit F

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 F

(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:	