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SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated June 18, 2024 and is between North Star Family Center, a California non-profit, 501 (c)(3) corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On October 14, 2022, the Board of State and Community Correction (BSCC) released a Request for Proposals for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

B. On December 2, 2022, the County submitted its proposal to the 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.

C. In order to fulfill grant goals required by the JAG Grant Agreement, the County is in need of in custody and community re-entry evidence-based case management services using Risk, Need, Responsivity (RNR) principles for individuals participating in the JAG Adult Re-Entry Planning Program (ARPP).

D. On November 14, 2023, the County issued a Request For Proposal (RFP) #24-023, which solicited bids for Case Management Services for the JAG funded ARPP. On December 5, 2023, the County issued Addendum Number One; the RFP and Addendum Number One will be collectively known as the "RFP".

E. Two proposals were received in response to the RFP, which were reviewed by a panel of three; the panel recommended to award services to the Contractor. The Probation Department concurred with the recommendation.

F. The Contractor represents that it can satisfactorily provide the services described in this Agreement, pursuant to the terms of the Agreement.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

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

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

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

11 1.4 **Compliance with Board of State and Community Corrections Grant Award**
12 **Conditions.** The Contractor shall comply with all applicable general and special terms and
13 conditions and requirements of the Grant Agreement imposed on subcontractors not contained
14 in the body of this Agreement, and identified in Exhibit B, attached, and incorporated by this
15 reference.

16 1.5 **Confidential Information.** Contractor shall comply with all provisions of Exhibit C,
17 Data Security, attached and incorporated by this reference.

18 **Article 2**

19 **County's Responsibilities**

20 2.1 The County shall provide required Effective Practices in Community Supervision
21 (EPICS) and Motivational Interviewing (MI) training to Contractor's case managers.

22 2.2 The County will assign one Deputy Probation Officer to recruit and screen
23 participants and provide oversight for the JAG ARPP.

24 2.3 The County shall compensate Contractor for satisfactorily provided services and
25 reimburse Contractor for allowable reasonable and necessary expenses incurred, as provided
26 under Article 3, "Compensation, Invoices, and Payments," of this Agreement.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit D to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum amount payable to Contractor for the
7 period of July 1, 2024 to June 30, 2025 shall not exceed Two Hundred Eighty-Seven Thousand,
8 One Hundred Fourteen Dollars (\$287,114).

9 The maximum amount payable to the Contractor for the period of July 1, 2025 to June 30,
10 2026 shall not exceed Two Hundred Ninety-Nine Thousand, Three Hundred and Thirty-Six
11 Dollars. (\$299,336).

12 In no event shall the maximum compensation for all services provided by Contractor exceed
13 Five Hundred Eighty-Six Thousand, Four Hundred Fifty Dollars (\$586,450). The Contractor
14 acknowledges that the County is a local government entity and does so with notice that the
15 County's powers are limited by the California Constitution and by State law, and with notice that
16 the Contractor may receive compensation under this Agreement only for services performed
17 according to the terms of this Agreement and while this Agreement is in effect, and subject to
18 the maximum amount payable under this section. The Contractor further acknowledges that
19 County employees have no authority to pay the Contractor except as expressly provided in this
20 Agreement.

21 3.3 **Invoices.** The Contractor shall submit monthly invoices electronically to 1)
22 ProbationInvoices@fresnocountyca.gov and 2) ProbationContracts@fresnocountyca.gov . Each
23 invoice shall specifically identify this Agreement number, clearly identify the work performed,
24 number of participants for the specified billing period, and shall include the amount due for
25 compensation as identified in Exhibit D. Contractor shall maintain adequate supporting
26 documentation in detail to permit tracing transactions from the invoices to the accounting
27 records, which shall be attached to each invoice. Supporting documentation includes, but is not
28 limited to: list of positions funded, documentation of staff hours (e.g., timesheets, time tracking

Fresno, CA 93710
mary@northstarfamilycenter.org

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3 5.2 **Change of Contact Information.** Either party may change the information in section
4 5.1 by giving notice as provided in section 5.3.

5 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
6 for or permitted under this Agreement must be in writing, state that it is a notice provided under
7 this Agreement, and be delivered either by personal service, by first-class United States mail, by
8 an overnight commercial courier service, or by Portable Document Format (PDF) document
9 attached to an email.

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

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

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

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

23 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
24 nothing in this Agreement establishes, waives, or modifies any claims presentation
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
26 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

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

9 6.2 **Termination for Breach.**

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

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

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

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 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 or expiration 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 or the BSCC.

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

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
2 defend the County.

3 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

4 **Article 9**

5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit E to this
7 Agreement.

8 **Article 10**

9 **Inspections, Audits, and Public Records**

10 10.1 **Inspection of Documents.** The Contractor shall maintain adequate fiscal and
11 project books, records, documents, and other evidence pertinent to the Contractor's work on the
12 project in accordance with generally accepted accounting principles. The Contractor shall make
13 available to the County, BSCC, and other authorized personnel and the County, BSCC, or any
14 authorized personnel may examine at any time during business hours and as often as the
15 County deems necessary, all the Contractor's records and data with respect to the matters
16 covered by this Agreement, excluding attorney-client privileged communications. The Contractor
17 shall, upon request by the County, BSCC, or other authorized personnel, permit the County,
18 BSCC, or any authorized personnel to audit and inspect all such records and data to ensure the
19 Contractor's compliance with the terms of this Agreement.

20 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
21 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
22 California State Auditor, as provided in Government Code section 8546.7, for a period of three
23 years after final payment under this Agreement. This section survives the termination of this
24 Agreement.

25 10.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Contractor may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Contractor may provide to the County may include but is not limited to the following:

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

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

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

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, beginning with section
14 7920.000) ("CPRA").

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

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

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
20 or changes its status to operate as a corporation.

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

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

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

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed including dress and grooming, color, national origin,
2 ancestry, physical disability, mental disability, medical condition including HIV and AIDS, cancer
3 or record/history of cancer, request for FMLA, genetic information, marital status, sex including
4 pregnancy, childbirth, breastfeeding and/or related medical conditions, gender, gender identity,
5 gender expression, age, sexual orientation, military status or veteran status pursuant to all
6 applicable State of California and federal statutes and regulation.

7 **12.10 Project Access and Document Retention.** Contractor shall ensure that the County,
8 BSCC, or any authorized representative, will have suitable access to project activities, sites,
9 staff, and documents at all reasonable times during the life of this Agreement. Contractor shall
10 retain and make available program records to the County, BSCC, or any authorized personnel
11 for a period of three years following the termination of this Agreement

12 **12.11 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 **12.12 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 **12.13 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 **12.14 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 **12.15 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 (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 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 Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 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, Division 3,
18 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 original
25 handwritten signature.

26 **12.16 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]

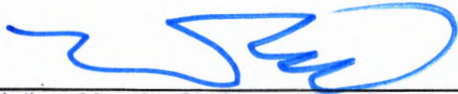
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The parties are signing this Agreement on the date stated in the introductory clause.

NORTH STAR FAMILY CENTER

COUNTY OF FRESNO

Mary Dela Torre
Mary Dela Torre (May 22, 2024 16:41 PDT)
Mary Dela Torre, Chief Executive Office
6051 N. Fresno Street, Suite 103
Fresno, CA 93710


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

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

By: Hananeh
Deputy

For accounting use only:

Org No.: 34321975
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

Contractor shall provide case management services to eligible participants in the Fresno County Probation Department ARPP. Participants are deemed eligible with the following criteria: Individuals who have been or are currently committed in the Fresno County Jail, are 18-30 years of age, are affiliated or previously affiliated with a gang, and are at medium to high-risk to reoffend. The goal of the services provided to the ARPP is to utilize case managers to prepare participants for life after incarceration, so they can lead productive lives and not re-enter the criminal justice system.

1) Case Management Services – Case Managers will:

- a) Participate in and utilize training provided by the Probation Department in EPICS and MI.
- b) Have a 1:40 case manager to participant ratio.
- c) Provide services to each participant 60 days prior to release and up to 6 months post release.
- d) Assess each participant through clinical interviews, administration of the Static Risk and Offender Needs Guide – Revised (STRONG-R), and case specific specialized evaluations for mental health, substance abuse, trauma.
- e) Develop a comprehensive re-entry plan for each participant.
- f) Use evidence-based RNR Principles.
- g) Identify and address participants' individual criminogenic needs, dynamic risk factors using MI and Cognitive-Behavioral Therapy (CBT) Strategies.
- h) Ensure cultural sensitivity through language accessibility, utilization of cultural awareness training, cultural tailoring of interventions, and inclusion of community partnerships.

2) Organizational Readiness

Exhibit A

- 1 a. Team shall be comprised of qualified experienced professionals with expertise in
- 2 mental health, counseling, and criminal justice.
- 3 b. Team shall undergo continuous training on latest research and best practices in level
- 4 of service for case management inventory and other evidence-based practices.
- 5 c. Clinical and associate staff will be transitioned into case manager positions.
- 6 d. Contractor shall provide staff with English/Spanish bi-lingual skills and shall recruit
- 7 staff who speak other languages responsive to the participants' needs.
- 8 e. Contractor's case managers shall use Contractor-designed vehicles to provide
- 9 services in various locations and transport participants to services, as needed.
- 10
- 11 3) Implementation Plan to initiate and execute the Program
- 12 a. Beginning with the effective date of the Agreement and continuing through the first
- 13 month
- 14 i. Contractor shall identify key roles and responsibilities – Transition current
- 15 staff members with appropriate qualifications and experience to the role
- 16 of case manager to undergo required trainings in EPICS and MI.
- 17 Contractor shall provide case managers with additional training which will
- 18 include policies and procedures, confidentiality, defensive driving, safety,
- 19 and secure access for professional visitors to jail facilities.
- 20
- 21 ii. Contractor Program and Clinical Director will identify and set up
- 22 resources and establish internal communication channels for case
- 23 managers to execute their rolls i.e., technology, software, documentation
- 24 templates, secure case management system.
- 25
- 26 iii. Contractor Program and Clinical Director will identify, develop, and
- 27 implement data tracking systems for report data collected on a monthly
- 28 basis to provide monthly and quarterly reports to Probation, and ad hoc
- reports as requested by Probation.

Exhibit A

- 1 b. Case management process that will continue through the term of the Agreement
- 2 i. Contractor shall conduct evidence-based needs assessments and
- 3 develop a case plan for each participant, prior to their release from Jail, to
- 4 identify stabilization and criminogenic needs.
- 5 ii. Contractor's case managers shall address each participant's needs
- 6 through referrals to programs and public agencies within the community
- 7 with the highest priority given to housing and other stability issued prior to
- 8 release.
- 9 iii. Pre-release services to be provided by Contractor to participants
- 10 including mentoring, family reunification, and pro-social behavior
- 11 programs.
- 12 iv. Contractor shall participate in a multi-disciplinary team consisting of case
- 13 manager, Deputy Probation Officer (DPO), family members, and mentor
- 14 meeting two weeks prior to release of each participant to review the
- 15 transition plan and make any necessary changes.
- 16 v. Contractor's case manager will work with each participant to obtain
- 17 essential documents (i.e., valid identification, driver's license) and to
- 18 resolve other issues such as record expungement.
- 19 vi. Contractor's case manager will coordinate with each participant to
- 20 purchase essential items (i.e., work boots, work clothes, etc.) up to a
- 21 limited amount with prior written approval from the assigned DPO and/or
- 22 Assistant Deputy Chief (ADC). (Approved purchases will be reimbursed
- 23 upon receipt of monthly invoice and backup documentation.)
- 24 vii. Upon participants' release from custody, the case manager will make any
- 25 necessary referrals for services that were not completed prior to release.
- 26
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Exhibit A

- 1 viii. For up to six months (or longer decided on a case-by-case basis with
2 approval of the DPO and/or ADC), the case manager will monitor
3 progress of each participant and address any issues that hinder the
4 progress of that participant.
- 5 ix. The case manager will have, at a minimum, weekly meetings with the
6 DPO assigned to the project to address any issues that are hindering the
7 progress of the participants.
- 8 x. The case manager will document all services provided and all activities
9 conducted with each participant in a secure case management system.

4) Goals, Objectives, and Outcomes

- 12 a. Goal- To assist program participants in building prosocial lives
- 13 i. Develop positive and socially responsible behaviors
- 14 ii. Foster personal growth
- 15 iii. Contributing to the well-being of the community
- 16 b. Goal- Break cycles of adversity and creating opportunities for the participants to lead
17 fulfilling crime free lives
- 18 c. Objectives – Provide:
- 19 i. Assessments
- 20 ii. Evidence-based interventions
- 21 1. Anti-criminal modeling
- 22 2. Effective reinforcement and disapproval
- 23 3. Problem solving
- 24 4. Structured learning
- 25 5. Effective use of Authority
- 26 6. Cognitive restructuring
- 27 7. Relationship skills
- 28

Exhibit B

Board of State and Community Corrections (BSCC) Grant Award Conditions

(not contained in the body of the Agreement)

Contractor is referred to as "subcontractor" in this Exhibit B

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, North Star Family Center 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 shall 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.

Exhibit B

The BSCC reserves the right to call for a program or fiscal audit at any time 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 subcontractor 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 subcontractor 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.

Exhibit C

DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

Exhibit D

Compensation

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

	Year One	Year Two
Salaries & Benefits	\$ 209,664.00	\$ 224,640.00
Services & Supplies	\$ 20,000.00	\$ 20,000.00
Fixed Assets:	\$ 20,000.00	\$ 15,000.00
Overhead Administrative Costs:	\$ 37,449.60	\$ 39,696.00
Total (rounded)	\$ 287,114.00	\$ 299,336.00

	Year One	Year Two
Phase 1 (1-40 participants/ 1 case manager)		
Salaries & Benefits	\$ 69,888.00	\$ 74,880.00
Services & Supplies	\$ 6,666.67	\$ 6,666.67
Fixed Assets	\$ 6,666.67	\$ 5,000.00
Overhead Administrative Costs	\$ 12,483.20	\$ 13,232.00
Subtotal (at the end of phase 1)	\$ 95,704.54	\$ 99,778.67
Phase 2 (41-80 participants/ 2 case managers)		
Salaries & Benefits	\$ 139,776.00	\$ 149,760.00
Services & Supplies	\$ 13,333.34	\$ 13,333.34
Fixed Assets	\$ 13,333.34	\$ 10,000.00
Overhead Administrative Costs	\$ 24,966.40	\$ 26,464.00
Subtotal (for phase 1+2)	\$ 191,409.08	\$ 199,557.34
Phase 3 (81-120 participants/ 3 case managers)		
Salaries & Benefits	\$ 209,664.00	\$ 224,640.00
Services & Supplies	\$ 20,000.00	\$ 20,000.00
Fixed Assets	\$ 20,000.00	\$ 15,000.00
Overhead Administrative Costs	\$ 37,449.60	\$ 39,696.00
Subtotal (for phases 1-3)	\$ 287,113.60	\$ 299,336.00
Total budgeted for each year (rounded)	\$ 287,114.00	\$ 299,336.00

Exhibit D

1 Salaries and Benefits: Case Manager salary is determined by an hourly rate ranging
2 from \$28.00 to \$32.00 to account for a wage increase in years two and three. Benefits, include
3 medical and worker's compensation, account for approximately 20%. Each year's compensation
4 is broken down into three phases based on the number of participants with a case manager
5 having a 1:40 case ratio.

6 Services & Supplies: Costs to cover training, assessment tools, technology software,
7 educational materials, communication, and travel expenses, as well as basic office materials.

8 Fixed Assets: Will include case management tools. Examples include laptops and
9 phones, as well as development or purchase of data tracking software. The BSCC defines
10 equipment and fixed assets as nonexpendable personal property having a useful life of more
11 than one year and an acquisition cost of \$5,000 or more per each unit (including tax and
12 installation). If equipment is purchased as a complete package (i.e., computer, monitor, modem,
13 software, etc.), the total package cost, not the unit cost, would determine if it qualifies under the
14 equipment category. All equipment or fixed assets with an acquisition cost of \$3,500 or more
15 require prior approval by BSCC before the purchase is made. Contractor must submit a written
16 declaration to the County, for submission to the BSCC, that the equipment or fixed assets to be
17 purchased are to be used for services directly associated with the project, essential to the
18 success of the project; and less expensive than leasing or renting the equipment for the grant
19 cycle based on an investigation of lease and rental options.

20 Overhead Administrative Costs: Comprising 15% of the total annual budget, these costs
21 are allocated to cover facility operation expenses including office space maintenance, the
22 upkeep of designated company vehicles, and the support personnel needed for efficient office
23 administration. Additionally, these costs encompass other administrative essentials such as
24 utilities, insurance, and office supplies.

25 Purchases for participants' essential items (BSCC-approved items only): As approved in
26 advance by the DPO/ADC will be reimbursed upon inclusion on an approved monthly invoice
27 with sufficient backup documentation in the standard invoicing process.
28

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) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the

Exhibit E

Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

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

2. Additional Requirements

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

Exhibit E

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, 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

Exhibit E

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:	