

**SERVICE AGREEMENT**

1  
2 This Service Agreement ("Agreement") is dated June 21, 2022 and is between  
3 The Counseling and Psychotherapy Center of Greater Boston, Inc., a Massachusetts  
4 corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of  
5 California ("County").

**Recitals**

6  
7 A. The County, through its Probation Department (Department), has determined there is a  
8 need for services that address all components of juvenile sexual offending (JSO) treatment  
9 programming for youth in the community, youth in-custody, and youth being released from the  
10 Juvenile Justice Campus (JJC) facility.

11 B. On September 30, 2020, SB 823 was signed into law, which stopped the intake of youth  
12 to Division of Juvenile Justice (DJJ) custodial facilities on July 1, 2021. DJJ is planned to  
13 permanently close on June 30, 2023. The closure of DJJ will transfer responsibility for the  
14 custody, care, and supervision of high-risk youth from the DJJ to the local county jurisdiction. As  
15 a result, the county created a subcommittee of the multiagency juvenile justice coordinating  
16 council to develop a plan that described the facilities, programs, placements, services,  
17 supervision and reentry strategies that are needed to provide appropriate rehabilitation and  
18 supervision services for the DJJ realignment target population and other probation youth  
19 ("Realignment Plan").

20 C. The Realignment Plan, required by Welfare and Institutions Code section 1995,  
21 submitted to the Office of Youth and Community Restoration on January 1, 2022, and approved  
22 by the Board of Supervisors on June 7, 2022, describes the sexual offending treatment  
23 programming and treatment to be provided to youth offenders by the County.

24 D. The County issued Request for Proposal (RFP) Number 22-048 on March 4, 2022, and  
25 Addendum One on March 17, 2022 (collectively, the "County's RFP"), which solicited proposals  
26 from eligible, qualified vendors to provide the requested sexual offending programming and  
27 treatment services;

1 E. Contractor responded to the RFP, and represents they are willing and able to provide  
2 such services to the County, which shall be based on evidence-based cognitive behavioral  
3 therapies, family interventions, and juvenile sexual offending-specific treatment programming, in  
4 accordance with the terms of this Agreement.

5 The parties therefore agree as follows:

6 **Article 1**

7 **Contractor's Services**

8 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
9 Exhibit A to this Agreement, titled "Scope of Services."

10 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
11 able to perform all of the services provided in this Agreement.

12 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
13 applicable federal, state, and local laws and regulations in the performance of its obligations  
14 under this Agreement, including but not limited to workers compensation, labor, and  
15 confidentiality laws and regulations.

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

1 2016-44) or amortization deduction (as referenced in Internal Revenue Service Revenue  
2 Procedure 2017-13), investment tax credit, or deduction for any payment as rent with respect to  
3 the Bond-Financed Facility.

4 1.5 Contractor must comply with the Department's Hostage Situation Policy, as well as  
5 the Department's JJC Manual Policy for Vendors, Volunteers and Student Interns, as described  
6 in Exhibit E to this Agreement.

7 **Article 2**

8 **County's Responsibilities**

9 2.1 The County shall conduct background checks on all personnel which Contractor will  
10 assign to work in all juvenile sexual offending treatment programming. The background check  
11 will be conducted at the Department's expense. The Department shall immediately notify  
12 Contractor if an employee of Contractor is found to be unacceptable for admission into the JJC,  
13 or unacceptable to provide these services at any location.

14 2.2 The County shall compensate Contractor in accordance with Article 3,  
15 "Compensation, Invoices, and Payments," of this Agreement.

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

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 B to this  
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
7 under this Agreement is Four Hundred Twenty-One Thousand, Four Hundred One Dollars  
8 (\$421,401) for the period from July 1, 2022 until June 30, 2023. The maximum compensation  
9 payable to the Contractor under this Agreement is Four Hundred Twenty-Seven Thousand,  
10 Three Hundred Sixty Eight Dollars (\$427,368) for the period from July 1, 2023 until June 30,  
11 2024. The maximum compensation payable to the Contractor under this Agreement is Four  
12 Hundred Forty-Eight Thousand, Three Hundred Six Dollars (\$448,306) for the period from July  
13 1, 2024 until June 30, 2025. The maximum compensation payable to the Contractor under this  
14 Agreement is Four Hundred Sixty-Five Thousand, Two Hundred Five Dollars (\$465,205) for the  
15 period from July 1, 2025 until June 30, 2026. The maximum compensation payable to the  
16 Contractor under this Agreement is Four Hundred Eighty-One Thousand, Eight Hundred  
17 Seventy-Seven Dollars (\$481,877) for the period from July 1, 2026 until June 30, 2027. In no  
18 event shall compensation paid for services performed under this Agreement exceed Two  
19 Million, Two Hundred Forty-Four Thousand, One Hundred Fifty-Seven Dollars (\$2,244,157)  
20 during the total possible five-year term of this Agreement. It is understood that all expenses  
21 incidental to Contractor's performance of services under this Agreement shall be borne by  
22 Contractor. The Contractor acknowledges that the County is a local government entity, and  
23 does so with notice that the County's powers are limited by the California Constitution and by  
24 State law, and with notice that the Contractor may receive compensation under this Agreement  
25 only for services performed according to the terms of this Agreement and while this Agreement  
26 is in effect, and subject to the maximum amount payable under this section. The Contractor  
27 further acknowledges that County employees have no authority to pay the Contractor except as  
28 expressly provided in this Agreement.



1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**  
6 Chief Probation Officer  
7 County of Fresno  
8 Probation Department  
9 3333 E. American Ave., Suite B  
10 Fresno, CA 93725

11 **For the Contractor:**  
12 President  
13 The Counseling and Psychotherapy Center, Inc.  
14 4120 SE International Way, Suite A213  
15 Portland, OR 97222  
16 Kellie.m@cpcamerica.com  
17 Tel: 866.411.0863

18 5.2 **Change of Contact Information.** Either party may change the information in section  
19 5.1 by giving notice as provided in section 5.3.

20 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
21 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
22 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
23 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
24 Document Format (PDF) document attached to an email.

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

26 (B) A notice delivered by first-class United States mail is effective three County  
27 business days after deposit in the United States mail, postage prepaid, addressed to the  
28 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

1 such transmission is completed outside of County business hours, then such delivery is  
2 deemed to be effective at the next beginning of a County business day), provided that  
3 the sender maintains a machine record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
5 nothing in this Agreement establishes, waives, or modifies any claims presentation  
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
7 of Title 1 of the Government Code, beginning with section 810).

## 8 **Article 6**

### 9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
12 are not allocated, then the County, upon at least 30 days' advance written notice to the  
13 Contractor, may:

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

16 **6.2 Termination for Breach.**

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

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

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

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





1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
19 the County may examine at any time during business hours and as often as the County deems  
20 necessary, all of the Contractor's records and data with respect to the matters covered by this  
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
22 request by the County, permit the County to audit and inspect all of such records and data to  
23 ensure the Contractor's compliance with the terms of this Agreement.

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

1       10.3 **Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the Contractor may provide to the  
3 County. The County's public disclosure of this Agreement or any record or data that the  
4 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

27       10.4 **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

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

## 21 **Article 11**

### 22 **Disclosure of Self-Dealing Transactions**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
27 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
28 the County before commencing the transaction or immediately after.



1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
14 between the Contractor and the County with respect to the subject matter of this Agreement,  
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
16 publications, and understandings of any nature unless those things are expressly included in  
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
20 exhibits.

21       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23       12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

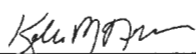



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The parties are signing this Agreement on the date stated in the introductory clause.

THE COUNSELING AND  
PSYCHOTHERAPY CENTER OF GREATER  
BOSTON INC.


COUNTY OF FRESNO

  
Kellie McNamara, President

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

4120 SE International Way, Suite A213  
Portland, OR 97222

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

By:   
Deputy

For accounting use only:

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

# Exhibit A

## Scope of Services

### Program Delivery Requirements:

#### Assessment:

The Contractor will use the following psychometric tools to identify treatment needs in regard to sexual offending, including:

1. Juvenile Sex Offender Assessment Protocol – II (JSOAP) is a checklist for reviewing risk factors associated with sexual and criminal offending in male adolescents aged 12 to 18 years.
2. Protective + Risk Observations for Eliminating Sexual Offense Recidivism (PROFESOR) is a structured checklist to identify protective and risk factors in adolescents and emerging adults (i.e., between the ages of 12 to 25 years) who have committed sexual offenses.
3. Structured Assessment of Violence Risk in Youth (SAVRY) is a risk assessment instrument designed to structure appraisals of violence risk and risk management plans for adolescents.

#### Case Planning:

Staff of the Contractor will be a part of a multidisciplinary team that will be responsible for supporting the case plan of each program participant. Contractor will conduct periodic reviews of each program participant using the Juvenile Sex Offense Specific Treatment Needs and Progress Scale to adjust case plans as needed. This information will be communicated to the Probation Department (“Department”) and juvenile court on a biannual basis, and as requested by the Department, to inform decision-making about each program participant’s case. The Contractor will be responsible for monitoring and documenting progress, providing reports relative to the sexual offending goals in the plan, and coordinating services with other providers and Department staff.

#### Individual Treatment:

Contractor will provide individual treatment to each youth referred by the Department using a cognitive behavioral model. This treatment should address the youth within their cultural



## Exhibit A

1 context, and involve each youth's family, and Contractor will work with the Department to ensure  
2 the individual treatment meets the Department's needs. Specialized training in juvenile sex  
3 offender treatment provided through the Association of Treatment of Sex Abusers (ATSA) will  
4 be available to Contractor's staff members that are working with program participants.

### 5 **Group Intervention:**

6 Contractor shall utilize the I Decide: Cognitive-Behavioral Intervention to Control Impulses and  
7 Create Identity curriculum for group intervention: I Decide targets sexually maladaptive behavior  
8 in moderate to higher risk adolescents. It is intended to: (1) promote healthy sexual attitudes  
9 and behavior; (2) encourage youth to take responsibility for behaviors; (3) identify and replace  
10 risky thinking; (4) learn to manage emotions; (5) develop the ability to take the perspective of  
11 others; (6) build social skills to strengthen relationships; (7) support the formation of a positive  
12 identity; and (8) strengthen bonds with family members. The curriculum contains a total of 30  
13 sessions that are designed to be delivered in a one-hour group session format. The group will  
14 need to adhere to age-related guidelines and be limited to a maximum of 8 youth. Upon release  
15 to the community, structured aftercare and advanced practice sessions related to the  
16 intervention shall be offered in the community. The Department will also create a virtual option  
17 for aftercare to be delivered to realigned youth in rural communities across the region. The  
18 Contractor will deliver these virtual sessions.

### 19 **Family Interventions:**

20 The Family Systems Trauma (FST) model is an evidence-based framework that has  
21 demonstrated positive outcomes in terms of family reunification. Contractor shall implement this  
22 model in working with the general population of realigned youth in Fresno County, as well as  
23 participants in this regional hub program, as it is deemed appropriate by the Probation  
24 Department. Training can also be made available on this model for the Contractor.

### 25 **Reporting Requirements:**

26 Contractor will meet the following reporting requirements:

- 27 • Maintain a tracking log to identify delivery of services and length of time in services after  
28 each session for each individual.

## Exhibit A

- 1 • Complete clinical documentation of individual progress on at least a weekly basis.
- 2 • Provide monthly reports to the Department to address progress and outcomes.
  - 3 ○ The monthly reporting should also provide statistical information that summarizes
  - 4 the number of sessions the Contractor completed with each youth.
- 5 • Provide clinical summaries for Court, at the request of the Department.
- 6 • Provide any other reports requested by the Department.

### 7 **Contractor Requirements:**

8 Contractor shall provide Assessment, Case Planning, Individualized Treatment, Group  
9 Intervention, and Family Interventions, as described above. Contractor shall provide these  
10 services through two (2) Full-Time Clinicians, one (1) Clinical Supervisor, one (1) Program  
11 Coordinator, one (1) Contract Manager, and one (1) Extra-Help staff in order to perform the  
12 requested services and polygraph services as needed (not for youth under the age of 18).

13 Contractor will address the treatment needs of any youth referred by the Department.

14 Contractor will work with the Department to develop a schedule of services that best meets the  
15 assessed needs of youth, including non-traditional hours and evenings (afternoons, evenings,  
16 and weekends), and deliveries of service at the JJC, locally in the Fresno community, and  
17 supplemental virtual services, as needed. Scheduling is subject to change based on the  
18 availability of youth.

19 Contractor shall bill the County Fifty Two Dollars (\$52) per participant for Ninety Minutes  
20 (90) of group intervention, twice per week in custody, or once per week in the community.

21 Contractor shall bill the County Thirty Six Dollars (\$36) per participant for Sixty Minutes (60) of  
22 group intervention for smaller specialized groups of Four (4) or less. Contractor shall bill One  
23 Hundred Twenty Nine Dollars (\$129) per individual treatment, which can include the family or  
24 chaperone, based on the youth's preference. All services will be provided by Licensed Clinicians  
25 or Psychologists, or Registered Associate Therapist, Social Workers or a Registered  
26 Psychological Assistant.

27 Group facilitators are required to be trained by a certified trainer prior to delivery of the  
28 curriculum. The Department will provide facilitator training for Contractor following contract

## Exhibit A

1 execution. The Department n will also provide access to a Training of Trainers (ToT) for those  
2 facilitators who complete two full rounds of the curriculum. Those who achieve certification in  
3 the ToT process will be able to train anyone in their agency and other providers serving  
4 Department referrals. The Department will assist with this process and coordinate training for  
5 the Contractor.

6 The Contractor will be required to demonstrate fidelity to the programming model(s)  
7 selected by the Department, including staff training and fidelity monitoring and coaching, and  
8 review of clinical documentation. The Department will deliver services as designed, and will  
9 actively engage in external fidelity monitoring and Continuous Quality Improvement (CQI) by the  
10 Department or an identified third-party, as well as developing internal capacity for fidelity  
11 monitoring with the support of the Department or an identified third-party. Facilitators that are  
12 evaluated in the below satisfactory range on an objective fidelity monitoring tool, will be required  
13 to participate in coaching and/or supervision to support their learning towards proficient delivery  
14 of the intervention(s). In addition to proficiency in delivery, the Contractor will be monitored for  
15 adherence to the agreed upon schedule of group sessions, individual interventions, progress  
16 review meetings, documentation requirements, and appropriateness of membership and  
17 number of participants in the groups.

18 Each of Contractor's staff entering the JJC facilities shall provide proof of a negative skin  
19 test for tuberculosis (TB) within the past six (6) months, or, for positive Purified Protein  
20 Derivative (PPD) reactors, initial assessment and yearly assessment for signs and symptoms of  
21 disease. Contractor's staff will be required to comply with the most current California  
22 Department of Public Health (CDPH) and California Division of Occupational Safety and Health  
23 (Cal/OSHA) COVID-19 guidelines, including guidelines specific to correctional facilities.

24 Contractors will provide the Department with a written statement that their employees have  
25 either provided proof of COVID-19 vaccination or proof of weekly testing (with negative results)  
26 and that Contractor's employees pass clearance. The Contractor is obligated to comply with any  
27 future updated or amended COVID-19 guidelines from CDPH and Cal/OSHA.

28

## Exhibit A

1 Contractor shall comply with all Prison Rape Elimination Act (PREA) (42 U.S.C. §  
2 15601et seq.) standards for juvenile correctional facilities. Pursuant to federal regulations (28  
3 CFR §115.332), the Department shall provide training to Contractor's personnel regarding their  
4 responsibilities under the Department's sexual abuse and sexual harassment prevention,  
5 detection, and response policies and procedures at no cost to CONTRACTOR.

6 Contractor must comply with the Department's Hostage Situation Policy, as well as the  
7 Department's JJC Manual Policy for Vendors, Volunteers and Student Interns (Exhibit E).  
8 Contractor must adhere to JJC policies and Department policies and any changes or updates to  
9 such policies. Current Departmental policies can be reviewed here:

10 <https://www.co.fresno.ca.us/departments/probation/policy-manuals>

11 A background investigation will be completed for all staff involved. The Group Facilitators must  
12 possess a minimum of a Masters' Degree in Social Work or a closely related field.

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## **Exhibit B**

### **Compensation**

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

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## The Counseling and Psychotherapy Centers, Inc.

Promoting Community Safety Through Management and Treatment

### CPC Treatment Services: Program for Youth

SERVICE	UNIT PRICE	Notes
Group therapy (90 min) price per participant	\$52	Twice per week in custody; Once per week in community;
Group therapy (60 min) price per participant	\$36	Shorter 60 minute group designed for specialized group, must be 4 or less participants planned
Individual Therapy/Family Therapy	\$129	Monthly or as needed; more frequent if not appropriate for group setting; price same for all 3 services
Initial Assessment	\$1200	Initial Intake, Orientation and Full Evaluation
Assessment Update	\$175	To be conducted on annual basis, to assess progress and risk; updated J-SOAP, others as needed for treatment planning and programming
Case Planning/Collaboration Meetings/Trainings (per hour)	\$100	CPC Administrative staff may be present to assist clinical team in documented/follow up.
Final Discharge Planning/Report	\$150	Includes assessment update, discharge planning and summary report
Polygraph Test	\$400	

\*All services listed above will be provided by Licensed Clinicians or Psychologists or Registered Associate Therapists, Social Workers or a Registered Psychological Assistant. All CPC clinicians receive specialized training and supervision regardless of licensure status or experience.

<b>Organization/Agency:</b>	<b>CPC</b>	<b>Counseling and Psychotherapy Center, Inc.</b>
<b>Program/Service:</b>	<b>Program for Youth</b>	<b>SO Treatment- Juveniles</b>
<b>SALARIES &amp; BENEFITS</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Regular Salaries	\$ 248,460	PT fits JJC schedule opening best
Extra Help	4,860	Startup intake assessments @ \$45 per hour
Standby Pay	*	Emergency call back
Overtime		
Holiday OT	*	
Unemployment Insurance	11,429	
Retirement Contribution	9,938	4% 401K match
OASDI Contribution	-	
Workers Comp Contribution	7,230	
Health Insurance Contribution	51,264	
Life & Disability Insurance	711	
Benefits Administration	4,870	
Other (describe)	1,600	training stipend \$500 FT
<b>Object Total</b>	<b>\$ 340,362</b>	
<b>SERVICES and SUPPLIES</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Clothing & Personal Supplies		
Mobile Communication	2,235	
Telephone Charges		
Food	1,200	energy bars fruit for juveniles after school
Household Expense		
Liability Insurance	2,962	
Insurance - Other	813	
Maintenance - Equipment	989	
Maintenance - Build & Grounds	2,400	
Med, Dental, & Lab Supplies		
Memberships	100	
Office Expense	426	
Postage	158	

Organization/Agency:	CPC	Counseling and Psychotherapy Center, Inc.
Printing	213	
Books and Publications	5,400	
ADP HR Charge	4,203	
ADP Financials Charge	1,278	
Prof & Specialized Services	2,600	
Data Processing Services	2,470	
Publications & Legal Notices	426	
Operating Lease Building	5,376	
Facility Services Charge		
Operating Lease Equipment		
Small Tools & Instruments	2,200	
Special Dept Expense		
Trans, Travel & Education	690	
Trans & Travel County Garage	*	
Utilities	900	
Other (describe)	*	
<b>Object Total</b>	<b>\$ 37,039</b>	
<b>FIXED ASSETS</b>		
(add description - e.g., vehicle)		
<b>Object Total</b>	<b>\$ 44,000</b>	
<b>INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization</b>		
<b>Object Total</b>		
<b>TOTAL BUDGET</b>	<b>\$ 421,401</b>	



**Exhibit B - Salary Benefit Detail by Position  
2022-2023**

Position	FTE	Salary	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retire-ment	Benefits Admin	Other	Total	Description of Other
Licensed Clinician	0.5	\$37,500	1725	0	1091.25	8010	79	1500	735	250	\$50,890	Training stipend
Program Coordinator	0.25	\$15,600	718	0	454	4005	79	624	306	125	\$21,910	Training stipend
Clinical Supervisor	0.25	\$ 22,500	1035	0	655	4005	79	900	441	125	\$29,740	Training stipend
Licensed Clinician	0.5	\$37,500	1725	0	1091	8010	79	1500	735	250	\$50,890	Training stipend
Licensed Clinician	0.5	\$37,500	1725	0	1091	8010	79	1500	735	250	\$50,890	Training stipend
Licensed Clinician	0.5	\$37,500	1725	0	1091	8010	79	1500	735	250	\$50,890	Training stipend
Licensed Clinician	0.5	\$37,500	1725	0	1091	8010	79	1500	735	250	\$50,890	Training stipend
Contract manager	0.2	18000	828	0	524	3204	79	720	353	100	\$23,808	Training stipend
Extra Help		4860	224	0	141	0	79	194.4	95	0	\$5,594	Training stipend
	3.20	\$248,460	\$11,429	\$0	\$7,230	\$51,264	\$711	\$9,938	\$4,870	\$1,600	\$335,503	\$0

<b>Organization/Agency:</b>	<b>Counseling &amp; Psychotherapy Center, Inc</b>	
<b>Program/Service:</b>	<b>Juvenile Sexual Offending Treatment Programming</b>	
<b>SALARIES &amp; BENEFITS</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Regular Salaries	253,344	
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance	11,654	
Retirement Contribution	10,134	
OASDI Contribution		
Workers Comp Contribution	7,372	
Health Insurance Contribution	53,315	
Life & Disability Insurance	657	
Benefits Administration	4,966	
Other (describe)	1,600	Continuing Ed stipend
<b>Object Total</b>	<b>\$ 340,362</b>	
<b>SERVICES and SUPPLIES</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Clothing & Personal Supplies		
Mobile Communication	2,324	
Telephone Charges	*	
Food	1,248	can't change a hungry kid
Household Expense		
Liability Insurance	3,080	
Insurance - Other	846	
Maintenance - Equipment	1,029	
Maintenance - Build & Grounds	2,496	
Med, Dental, & Lab Supplies		
Memberships	104	
Office Expense	443	
Postage	164	

<b>Organization/Agency:</b>	<b>Counseling &amp; Psychotherapy Center, Inc</b>	
Printing	222	
Books and Publications	5,616	
PeopleSoft HR Charge	4,371	
PeopleSoft Financials Charge	1,329	
Prof & Specialized Services	2,704	
Data Processing Services	443	
Publications & Legal Notices	*	
Operating Lease Building	5,591	
Facility Services Charge	*	
Operating Lease Equipment		
Small Tools & Instruments	2,288	
Special Dept Expense		
Trans, Travel & Education	718	
Trans & Travel County Garage		
Utilities	936	
Other (describe)		
<b>Object Total</b>	<b>\$ 35,952</b>	
<b>FIXED ASSETS</b> (add description - e.g., vehicle)		
<b>Object Total</b>	<b>\$ -</b>	
<b>INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization</b>		
<b>Object Total</b>	<b>\$ 51,054</b>	
<b>TOTAL BUDGET</b>	<b>\$ 427,368</b>	

**Exhibit B - Salary Benefit Detail by Position  
FY 2023-2024**

Position	FTE	Salary	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Total	Description of Other
Licensed Clinician	0.5	\$39,000	1794	0	1134.9	8330.4	79	1560	764.4	250	\$52,913	Training stipend
Program Coordinator	0.25	\$16,224	746	0	472	4165.2	79	648.96	318	125	\$22,779	Training stipend
Clinical Supervisor	0.25	\$ 23,400	1076	0	681	4165.2	79	936	459	125	\$30,921	Training stipend
Licensed Clinician	0.5	\$39,000	1794	0	1135	8330.4	79	1560	764	250	\$52,913	Training stipend
Licensed Clinician	0.5	\$39,000	1794	0	1135	8330.4	79	1560	764	250	\$52,913	Training stipend
Licensed Clinician	0.5	\$39,000	1794	0	1135	8330.4	79	1560	764	250	\$52,913	Training stipend
Licensed Clinician	0.5	\$39,000	1794	0	1135	8330.4	79	1560	764	250	\$52,913	Training stipend
Contract manager	0.2	18720	861	0	545	3332.16	79	748.8	367	100	\$24,753	Training stipend
	3.20	\$253,344	\$11,654	\$0	\$7,372	\$53,315	\$632	\$10,134	\$4,966	\$1,600	\$343,016	\$0

<b>Organization/Agency:</b>	<b>CPC</b>	<b>The Counseling and Psychotherapy Center, Inc.</b>
<b>Program/Service:</b>	<b>Program for Youth</b>	<b>SO Treatment- Juveniles</b>
<b>SALARIES &amp; BENEFITS</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Regular Salaries	\$ 263,478	
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance	12,120	
Retirement Contribution	10,539	
OASDI Contribution		
Workers Comp Contribution	7,667	
Health Insurance Contribution	55,447	
Life & Disability Insurance	632	
Benefits Administration	5,164	
Other (describe)		
<b>Object Total</b>	<b>\$ 355,047</b>	
<b>SERVICES and SUPPLIES</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Clothing & Personal Supplies		
Mobile Communication	2,414	
Telephone Charges		
Food	1,296	
Household Expense		
Liability Insurance	3,199	
Insurance - Other	878	
Maintenance - Equipment	1,068	
Maintenance - Build & Grounds	2,592	
Med, Dental, & Lab Supplies		
Memberships	108	
Office Expense	460	
Postage	171	

Organization/Agency:	CPC	The Counseling and Psychotherapy Center, Inc.
Printing	230	
Books and Publications	5,832	
PeopleSoft HR Charge	4,539	
PeopleSoft Financials Charge	1,380	
Prof & Specialized Services	2,808	
Data Processing Services	2,668	
Publications & Legal Notices	460	
Operating Lease Building	5,806	
Facility Services Charge		
Operating Lease Equipment		
Small Tools & Instruments	2,376	
Special Dept Expense		
Trans, Travel & Education	745	
Trans & Travel County Garage		
Utilities	972	
Other (describe)		
<b>Object Total</b>	<b>\$ 40,002</b>	
<b>FIXED ASSETS</b> (add description - e.g., vehicle)		
<b>Object Total</b>	<b>\$ -</b>	
<b>INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization</b>		
<b>Object Total</b>	<b>\$ 53,257</b>	
<b>TOTAL BUDGET</b>	<b>\$ 448,306</b>	

**Exhibit B - Salary Benefit Detail by Position  
2024-2025**

Position	FTE	Salary	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Total	Description of Other
Licensed Clinician	0.5	\$40,560	1865.76	0	1180.3	8663.616	79	1622.4	794.976	250	\$55,016	Training stipend
Program Coordinator	0.25	\$16,873	776	0	491	4331.808	79	674.9184	331	125	\$23,682	Training stipend
Clinical Supervisor	0.25	\$ 24,336	1119	0	708	4331.808	79	973.44	477	125	\$32,150	Training stipend
Licensed Clinician	0.5	\$40,560	1866	0	1180	8663.616	79	1622.4	795	250	\$55,016	Training stipend
Licensed Clinician	0.5	\$40,560	1866	0	1180	8663.616	79	1622.4	795	250	\$55,016	Training stipend
Licensed Clinician	0.5	\$40,560	1866	0	1180	8663.616	79	1622.4	795	250	\$55,016	Training stipend
Licensed Clinician	0.5	\$40,560	1866	0	1180	8663.616	79	1622.4	795	250	\$55,016	Training stipend
Contract manager	0.2	\$ 19,469	896	0	567	3465.446	79	778.752	382	100	\$25,736	Training stipend
	3.20	\$263,478	\$12,120	\$0	\$7,667	\$55,447	\$632	\$10,539	\$5,164	\$1,600	\$356,647	\$0

<b>Organization/Agency:</b>	<b>CPC</b>	<b>The Counseling and Psychotherapy Center, Inc.</b>
<b>Program/Service:</b>	<b>Program for Youth</b>	<b>SO Treatment- Juveniles</b>
<b>SALARIES &amp; BENEFITS</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Regular Salaries	\$ 274,017	
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance	12,605	
Retirement Contribution	10,961	
OASDI Contribution		
Workers Comp Contribution	7,974	
Health Insurance Contribution	55,447	
Life & Disability Insurance	632	
Benefits Administration	5,371	
Other (describe)	1,600	
<b>Object Total</b>	<b>\$ 368,607</b>	
<b>SERVICES and SUPPLIES</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Clothing & Personal Supplies		
Mobile Communication	2,503	
Telephone Charges		
Food	1,344	
Household Expense		
Liability Insurance	3,317	
Insurance - Other	911	
Maintenance - Equipment	1,108	
Maintenance - Build & Grounds	2,688	
Med, Dental, & Lab Supplies		
Memberships	112	
Office Expense	477	
Postage		



Organization/Agency:	CPC	The Counseling and Psychotherapy Center, Inc.
Printing	239	
Books and Publications	6,048	
PeopleSoft HR Charge	4,707	
PeopleSoft Financials Charge	1,431	
Prof & Specialized Services	2,912	
Data Processing Services	2,766	
Publications & Legal Notices	477	
Operating Lease Building	6,021	
Facility Services Charge		
Operating Lease Equipment		
Small Tools & Instruments	2,464	
Special Dept Expense		
Trans, Travel & Education	773	
Trans & Travel County Garage		
Utilities	1,008	
Other (describe)		
<b>Object Total</b>	<b>\$ 41,307</b>	
<b>FIXED ASSETS</b>		
(add description - e.g., vehicle)		
<b>Object Total</b>	<b>\$ -</b>	
<b>INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization</b>		
<b>Object Total</b>	<b>\$ 55,291</b>	
<b>TOTAL BUDGET</b>	<b>\$ 465,205</b>	

**Exhibit B - Salary Benefit Detail by Position  
FY 2025-2026**

Position	FTE	Salary	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Total	Description of Other
Licensed Clinician	0.5	\$42,182	1940.39	0	1227.51	8663.616	79	1687.296	\$ 827	250	\$56,857	Training stipend
Program Coordinator	0.25	\$17,548	807	0	511	4331.808	79	701.9151	344	125	\$24,447	Training stipend
Clinical Supervisor	0.25	\$ 25,309	1164	0	737	4331.808	79	1012.378	496	125	\$33,254	Training stipend
Licensed Clinician	0.5	\$42,182	1940	0	1228	8663.616	79	1687.296	827	250	\$56,857	Training stipend
Licensed Clinician	0.5	\$42,182	1940	0	1228	8663.616	79	1687.296	827	250	\$56,857	Training stipend
Licensed Clinician	0.5	\$42,182	1940	0	1228	8663.616	79	1687.296	827	250	\$56,857	Training stipend
Licensed Clinician	0.5	\$42,182	1940	0	1228	8663.616	79	1687.296	827	250	\$56,857	Training stipend
Contract manager	0.2	\$ 20,248	931	0	589	3465.446	79	809.9021	397	100	\$26,619	Training stipend
		\$ 274,017	\$12,605	\$0	\$7,974	\$55,447	\$632	\$10,961	\$5,371	\$1,600	\$368,606	\$0

<b>Organization/Agency:</b>	<b>CPC</b>	<b>The Counseling and Psychotherapy Center, Inc.</b>
<b>Program/Service:</b>	<b>Program for Youth</b>	<b>SO Treatment- Juveniles</b>
<b>SALARIES &amp; BENEFITS</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Regular Salaries	\$ 284,978	
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance	13,109	
Retirement Contribution	11,399	
OASDI Contribution		
Workers Comp Contribution	8,293	
Health Insurance Contribution	57,665	
Life & Disability Insurance	632	
Benefits Administration	5,586	
Other (describe)		
<b>Object Total</b>	<b>\$ 381,662</b>	
<b>SERVICES and SUPPLIES</b>	<b>Annual Budget</b>	<b>Notes/Comments/Description</b>
Clothing & Personal Supplies		
Mobile Communication	2,593	
Telephone Charges		
Food	1,392	
Household Expense		
Liability Insurance	3,436	
Insurance - Other	943	
Maintenance - Equipment	1,147	
Maintenance - Build & Grounds	2,784	
Med, Dental, & Lab Supplies		
Memberships	116	
Office Expense	494	
Postage	183	

Organization/Agency:	CPC	The Counseling and Psychotherapy Center, Inc.
Printing	247	
Books and Publications	6,264	
PeopleSoft HR Charge	4,875	
PeopleSoft Financials Charge	1,482	
Prof & Specialized Services	3,016	
Data Processing Services	2,865	
Publications & Legal Notices	494	
Operating Lease Building	6,236	
Facility Services Charge		
Operating Lease Equipment		
Small Tools & Instruments	2,552	
Special Dept Expense		
Trans, Travel & Education	800	
Trans & Travel County Garage		
Utilities	1,044	
Other (describe)		
<b>Object Total</b>	<b>\$ 42,965</b>	
<b>FIXED ASSETS</b>		
(add description - e.g., vehicle)		
<b>Object Total</b>	<b>\$ -</b>	
<b>INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization</b>		
<b>Object Total</b>	<b>\$ 57,249</b>	
<b>TOTAL BUDGET</b>	<b>\$ 481,877</b>	

**Exhibit B - Salary Benefit Detail by Position  
FY 2026-2027**

Position	FTE	Salary	Unemp. Insurance	OASDI	Workers Comp	Health Insurance	Life & Disability	Retirement	Benefits Admin	Other	Total	Description of Other
Licensed Clinician	0.5	\$43,870	\$ 2,018	0	\$ 1,277	9010.161	79	1754.788	\$ 860	250	\$59,118	Training stipend
Program Coordinator	0.25	\$18,250	839	0	531	4505.08	79	729.9917	358	125	\$25,417	Training stipend
Clinical Supervisor	0.25	\$ 26,322	1211	0	766	4505.08	79	1052.873	516	125	\$34,576	Training stipend
Licensed Clinician	0.5	\$43,870	2018	0	1277	9010.161	79	1754.788	860	250	\$59,118	Training stipend
Licensed Clinician	0.5	\$43,870	2018	0	1277	9010.161	79	1754.788	860	250	\$59,118	Training stipend
Licensed Clinician	0.5	\$43,870	2018	0	1277	9010.161	79	1754.788	860	250	\$59,118	Training stipend
Licensed Clinician	0.5	\$43,870	2018	0	1277	9010.161	79	1754.788	860	250	\$59,118	Training stipend
Contract manager	0.2	\$ 21,057	969	0	613	3604.064	79	842.2982	413	100	\$27,677	Training stipend
		\$ 284,978	\$13,109	\$0	\$8,293	\$57,665	\$632	\$11,399	\$5,586	\$1,600	\$383,261	\$0

Program/Service Description

Juvenile Sexual Offending Treatment Programming

Total Requested Budget 2022-2023

\$ 421,401.00

Total Requested Budget 2023-2024

\$ 427,368.00

Total Requested Budget 2024-2025

\$ 448,306.00

Total Requested Budget 2025-2026

\$ 465,205.00

Total Requested Budget 2026-2027

\$ 481,877.00

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

Title/Classification & number of positions

2.5 Licensed Clinicians

.25 Program Coordinator

.25 Clinical supervisor

.2 Contract manager

## Exhibit C

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

## Exhibit C

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



## Exhibit D

### Insurance Requirements

#### 1. Required Policies

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

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

## Exhibit D

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

### 2. Additional Requirements

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

## Exhibit D

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by 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.

## Exhibit D

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



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

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

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

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

## **I. HOSTAGE SITUATION PROCEDURES**

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

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

## **II. PARENTAL AND MEDIA INFORMATION**

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

## **III. SECURITY AND OPERATIONAL REVIEW**

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

## Vendors, Volunteers and Student Interns

### 308.1 PURPOSE AND SCOPE

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

#### 308.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

### 308.2 POLICY

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

### 308.3 ELIGIBILITY

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

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

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

# Fresno County Probation Department

Juvenile Justice Campus Manual

## *Vendors, Volunteers and Student Interns*

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### **308.4 RECRUITMENT, SELECTION, AND APPOINTMENT**

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

#### **308.4.1 RECRUITMENT**

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

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

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

#### **308.4.2 SELECTION**

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

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

#### **308.4.3 APPOINTMENT**

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

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

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

### **308.5 IDENTIFICATION**

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



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

### **308.6 PERSONNEL WORKING AS STUDENT INTERNS**

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

### **308.7 PERSONNEL UNIT**

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

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

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

### **308.8 DUTIES AND RESPONSIBILITIES**

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

#### **308.8.1 COMPLIANCE**

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

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

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

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

**308.9 TASK SPECIFIC TRAINING**

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

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

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

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

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

**308.9.1 STATE REQUIREMENTS**

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

**308.10 SUPERVISION**

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

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

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

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## Juvenile Justice Campus Manual

### *Vendors, Volunteers and Student Interns*

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

#### 308.10.1 EVALUATIONS

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

#### 308.10.2 FITNESS FOR DUTY

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

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

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

#### 308.11 INFORMATION ACCESS

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

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

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

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## *Vendors, Volunteers and Student Interns*

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

### 308.11.1 RADIO AND DATABASE ACCESS USAGE

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

### 308.12 EQUIPMENT

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

### 308.13 TERMINATION OF SERVICES

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

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

### 308.14 ISSUED DATE

- 02/18/2022