

**AGREEMENT**

This agreement ("Agreement"), dated as of March 28, 2023 ("Effective Date") is by and between the County of Fresno, a political subdivision of the State of California ("Receiving County"), and County of Merced ("Sending County"), a political subdivision of the State of California.

**RECITALS**

WHEREAS, Receiving County has established a detention facility for juveniles under the jurisdiction of the Juvenile Court ("Youth") known as the Fresno County Juvenile Justice Campus, located at 3333 E. American Avenue, Fresno CA 93725 ("the JJC"), in accordance with Welfare and Institutions Code section 850 et seq;

WHEREAS, from time to time, there may be a need for Sending County to house certain Youth at the JJC, when Sending County has no space at a suitable juvenile hall facility or program, and Sending County desires to place its Youth in the JJC, and when such is ordered by the presiding or sole juvenile court judge for a period not to exceed sixty (60) days, pursuant to Welfare and Institutions Code sections 872, 1995, and 2250; and

WHEREAS, in the judgment of the parties, it is necessary and desirable to enter into this Agreement memorializing the terms and conditions mutually agreed to between Receiving County and Sending County for the housing of Sending County's Youth at Receiving County's JJC.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. Scope of Services.

1.1 Care to be Provided by Receiving County for Regional Hub Secure Track Youth. "Regional Hub Secure Track Youth" is defined as youth fourteen (14) years of age or older adjudicated on a qualifying 707(b) sexual offense. Upon Sending County securing an appropriate Court Order for the housing of a Regional Hub Secure Track Youth from Sending County at Receiving County's JJC, in accordance with Welfare and Institutions Code section 872, including sex offenders and non-sex offenders, and upon completion by Sending County of Receiving County's admission procedures, Receiving County shall accept from Sending County and provide care and housing for such Sending County Regional Hub Secure Track Youth at the JJC, for the duration of such Court Order, and any subsequent Court Orders that may be issued, subject to the conditions and limitations of this Agreement. Care for Youth shall include care and housing in accordance with applicable laws and current Fresno County JJC Policies/Procedures, including, but not limited to Classification (4.16) and Education Services (3.3.5), as well as Program Plans (consistent with Fresno County's Juvenile Justice Realignment Plan), including limited health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident/family needs. Such youth may receive care and housing up to the age limits prescribed in Welfare and Institutions Code § 875.

1.2 Care to be Provided by Receiving County for General Population Secure Track Youth "General Population Secure Track Youth" is defined as youth fourteen (14) years of age or

older, adjudicated on a qualifying 707(b) offense, not otherwise defined in Section 1.1 above. Upon Sending County securing an appropriate Court Order for the housing of a General Population Secure Track Youth from Sending County at Receiving County's JJC, in accordance with Welfare and Institutions Code section 872, and upon completion by Sending County of Receiving County's admission procedures, Receiving County will accept from Sending County and provide care and housing for such Sending County General Population Secure Track Youth at the JJC, for the duration of such Court Order and any subsequent Court Orders that may be issued, subject to the conditions and limitations of this Agreement. Care for Youth shall include care and housing in accordance with applicable laws and current Fresno County JJC Policies/Procedures, including but not limited to Classification (4.16) and Education Services (3.3.5), as well as Program Plans (consistent with Fresno County's Juvenile Justice Realignment Plan), including limited health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident/family needs. Such Youth may receive care and housing up to the age limits prescribed in Welfare and Institutions Code § 875.

- 1.3 Care to be Provided by Receiving County for Non-Secure Track Youth. "Non-Secure Track Youth" is defined as youth adjudicated on a qualifying offense, not otherwise defined in Sections 1.1 and 1.2 above. Upon Sending County securing an appropriate Court Order for the housing of a Non-Secure Track Youth from Sending County at Receiving County's JJC, Sending County shall maintain jurisdiction of Youth, and Receiving County will accept Youth from Sending County, and provide care and housing for such Sending County Youth at the JJC for the duration of such Court Order, and any subsequent Court Orders that may be issued, subject to the conditions and limitations of this Agreement. Care for Youth shall include care and housing in accordance with applicable laws and current Fresno County JJC Policies/Procedures, including, but not limited to, Classification (4.16) and Education Services (3.3.5), as well as Program Plans including limited health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident/family needs. Such Youth may receive care and housing up to the age limits prescribed in Welfare and Institutions Code § 607.
- 1.4 Programming. Receiving County shall provide cognitive behavioral evidence-based programming specific to the Youth's needs, as determined by a needs assessment conducted by Receiving County.
- 1.5 Screening and Physical Examination Prior to Detention. Prior to any detention of any Youth at the JJC, the Sending County agrees to submit referral/screening documents to Receiving County regarding the suitability of the placement of Youth at the JJC, and to provide a physical health examination for each of its Youth. Sending County will only refer those Youth who are fit and suitable for housing in the JJC, as determined by the Receiving County, in accordance with all applicable standards of Receiving County. Sending County shall provide Receiving County with all related documents, including all Court orders, at the time of the screening request, and the Receiving County shall respond within seven to ten business days with an approval or denial of placement of the Youth at County's Facilities.
  - 1.5.1 COVID-19 Screenings and Protocols. Prior to any detention of any Youth at the JJC, the Sending County agrees to the following:

1.5.1.1 Youth shall be administered a test for COVID-19 within forty-eight (48) hours prior to transfer to the JJC.

1.5.1.2 If Youth tests positive, or is symptomatic, the Youth shall not be transferred to the JJC for at least five (5) days, barring medical guidance to extend transfer of out county youth to JJC.

1.5.1.3 Sending County may transfer Youth on day six (6) (following positive test or onset of symptoms) or later if Youth tested on day five (5) (following positive test or onset of symptoms), with a negative result, AND has no symptoms or resolving symptoms, barring any updated medical protocols implemented by Department of Public Health or Centers for Disease Control and Prevention (CDC).

1.5.1.4 If Youth is unable to test, or chooses not to test, Youth may be transferred after 10 days (following positive test or onset of symptoms) if no symptoms, or symptoms are resolving, and there is no fever present, barring medical guidance to extend transfer of out county youth to JJC.

1.5.1.5 The Sending County shall not transfer any Youth out of infected quarantine or isolation areas at Sending County's facilities.

1.5.1.6 COVID-19 symptom screening of Youth shall occur immediately prior to transfer of Youth from Sending County to JJC.

1.5.1.7 All Youth and transportation staff from Sending County must wear medically recommended and approved personal protective equipment (PPE) during transfer.

1.5.1.8 All Youth newly arriving to JJC shall be screened and tested for COVID-19 upon arrival, and then pursuant to Fresno County procedure during orientation status.

1.5.1.9 In the event of an outbreak at the JJC, Receiving County shall notify Sending County that no Youth may be transferred to the JJC.

1.5.1.10 Receiving County shall notify Sending County of the duration of the period in which transfers will be halted due to the outbreak, and shall provide notice once transfers may resume.

#### 1.6 Additional Responsibilities of Sending County.

Sending County shall:

- 1.6.1 Provide to Receiving County intake documents, including, but not limited to: conformed copies of legal documents committing Sending County's Youth to the JJC, including court order stating Receiving County shall hold youth on behalf of Sending County; consent to medical treatment signed by a parent/legal guardian or by Sending County's juvenile court judge; any referral forms required by Receiving County; any education information, including any Individualized Education Plan; copies of Youth health records and/or psychological evaluations, and records regarding any special needs of the Youth or family in possession of Sending County; an Individual Rehabilitation Plan

in a format acceptable to Receiving County; and an executed authorization for exchange of confidential information.

- 1.6.2 Engage in case management activities designed to support Youth and prepare Youth for return to Sending County, as may be reasonably determined by Receiving County and Sending County. Such case management activities may include such actions as conducting face-to-face visits with Youth by Sending County's employees at least once a month, with no less than fourteen (14) days in between visits, assisting Receiving County in maintaining contact with the Youth's family, and providing requested information or input in the Youth's case plan. In no event may any such case management services be provided by a Sending County's vendor at the JJC site. If the Sending County assists any Youth with their transition back from the JJC to the Sending County's designated location, by using any of Receiving County's vendors to provide any programming, including for continuity of services, Sending County shall be solely responsible for arranging for such vendor to provide such services and administering such services, and in any event, such vendor shall provide such services off-site from the JJC, and the Receiving County will not have any responsibility for such arrangement, administration, or cost of such arrangement between the Sending County and the vendor. See section 3.2 Return of Youth for discharge of Youth scenarios.
  - 1.6.3 Share data, confidential case records, statistics, and other confidential documents as needed in accordance with federal and state laws and policies, and in compliance with Welfare and Institutions Code sections 827(a)(1)(K) and 827.12, for evaluation and measurement of outcomes. Receiving County understands that the information obtained may include confidential information. As such, Receiving County agrees not to disclose to any unauthorized group or individual any of such information obtained pursuant to this Agreement. Access to the data shall be limited to Receiving County's staff assigned to Program, Planning, and Evaluation. Receiving County agrees, in return, to share data with the Sending County as outlined above, and as such, Sending County agrees not to disclose to any unauthorized group or individual any of such information obtained pursuant to this Agreement, and access to the data shall be limited to Sending County's staff assigned to Sending County's Program, Planning, and Evaluation.
  - 1.6.4 Cooperate with Receiving County and Receiving County staff in the performance of all work and services hereunder.
  - 1.6.5 Obtain any court orders required under Welfare and Institutions Code § 872, which may be necessary for Sending County's youth to remain at the JJC.
- 1.7 Limitations. Notwithstanding anything to the contrary in this Agreement:
- 1.7.1 Receiving County's Probation Chief, may, at their complete and absolute discretion, determine that a particular Youth referred by Sending County is not appropriate for placement, and may decline to accept such Youth of the Sending County; notice that the Receiving County has declined to accept a youth referred by Sending County shall be sent to Sending County's Probation Chief;

1.7.2 Receiving County also has the discretion to add Youth to a waiting list, if Receiving County determines there is not adequate space for such Youth at the JJC; and

1.7.3 Sending County represents, covenants, and warrants to Receiving County that none of the Youth are wards or detainees of federal law enforcement agencies or charged with any federal crimes.

1.8 Access to Probation Department Facilities. Sending County's employees shall be permitted reasonable access to the JJC for the purpose of performing the services required under this Agreement. It is understood and agreed that such Sending County employees may not be accompanied by any third parties, except for the limited purpose of drop-off, or pick-up, of the Youth at the JJC. Sending County agrees to comply with all Receiving County policies and procedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA), no firearms allowed in Receiving County facilities, and any directives issued by Probation Department staff relating to safety and security while Youth is receiving services in the JJC.

## 2. Payment.

### 2.1 Rates for Services.

2.1.1 Sending County shall pay Receiving County three hundred eighty dollars and no cents (\$380.00) per day for each of its Youth who are housed at the JJC.

2.1.2 Payment of the daily fees described in Section 2.1.1 shall constitute full payment and satisfaction of the obligation of Sending County for its Youth for the cost of housing the Youth, except as otherwise specified in Sections 2.2, 2.3, and 2.4 of this Agreement. Receiving County shall bill Sending County monthly in arrears for the provision of services. Billing shall commence on the day of the Youth's admission to the JJC, and will terminate on the day prior to Youth's release. Unless otherwise noted in this Agreement, Sending County shall make payments within the normal course of Sending County's business within thirty (30) days after presentation of an invoice by Receiving Party for services performed.

2.2 Cost of Medical Care for Sending County's Youth. Sending County agrees to assume sole responsibility for, and to fully reimburse Receiving County for, all costs incurred for any and all non-routine medical, dental, optical, surgical, psychiatric/mental health, hospitalization, and similar services and/or treatment ("Special Medical Costs") provided to or performed on a Youth of the Sending County, provided the need for such services leading to the Special Medical Costs did not arise from the negligence, willful misconduct, or medical neglect of Receiving County, or Receiving County's healthcare provider.. Sending County shall pay for such Special Medical Costs within 30 days of billing by Receiving Party (date on which invoice is mailed).

2.2.1. Routine medical examinations, such as annual routine physical exams, treatment for minor illnesses that would otherwise be self-treatable if the youth were not confined, and first aid, shall be included in the rate charged to the Sending County pursuant to Section 2.1.1, and shall not be billed as Special Medical Costs. Minor illness is defined as illnesses that are not urgent or not life-threatening.

- 2.2.2. Sending County shall provide Receiving County with an adequate supply of any prescription medication prescribed to Youth at the time of admission for the full period of Youth's housing at the JJC, and shall be responsible for payment of the cost of any additional prescribed medication for the Youth.
- 2.3 Cost of Transporting Sending County Youth. Sending County agrees to provide for transportation of Sending County's Youth both ways between the Sending County and the JJC.
- 2.4 Cost of Extraordinary Services for Sending County's Youth. Sending County agrees to assume sole responsibility for, and fully reimburse Receiving Party for the cost of extraordinary expenses ("Extraordinary Expenses") beyond ten thousand dollars and no cents (\$10,000.00) incurred by the Receiving County for programming and services provided to the Youth of the Sending County. Extraordinary Expenses may include, but are not limited to such expenses as continuous services required for youth with special needs, psychological services, or expenses associated with transgender youth undergoing a medical transition. Sending County shall reimburse Receiving County for such Extraordinary Services costs within thirty (30) days of billing (date on which invoice is mailed).
3. Term of Agreement. The term of this Agreement shall commence on March 28, 2023 and shall terminate on June 30, 2024, unless terminated earlier as provided herein.
- 3.1 Termination Notwithstanding any other provision of this Agreement, at any time, and without cause or penalty, either party to this Agreement shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of such termination, Sending County shall provide transportation for all of its Youth to alternative destinations, and shall pay Receiving County for all services and expenses rendered prior to the date the last Youth sent by Sending County leaves the JJC, or the date of termination, whichever is later.
- 3.2 Return of Youth. In addition, Receiving County may at any time during the term of this Agreement give advance notice to Sending County that Receiving County, in its sole and reasonable discretion, has determined that it has good cause to return a Youth to Sending County, and Sending County shall be responsible for promptly picking up the Youth from Receiving County's JJC. In the event it is determined that a Notice or Petition must be first filed with the Court requesting the return of the Youth to Sending County, Sending County shall promptly file such required Notice or Petition with the Court, with cooperation from Receiving County. "Good cause" includes, but is not limited to, the following reasons:
- Program failure due to non-compliance that constitutes a violation of probation;
  - Program failure for a new law violation; and/or
  - Program failure due to the incompatibility/unsuitability of the Youth at the JJC, and/or
  - The Youth's goals of rehabilitation and/or community safety are no longer served by continued housing of the Youth at the JJC.
- Youth may also be returned to Sending County based on the following scenarios:
- Planning reentry and Court determines date of release; and/or
  - Receiving County determines Youth is not compatible with services provided by

- Receiving County, and sets date for Sending County to pick Youth up; and/or
- The Youth is a ward or detainee of a federal law enforcement agency or charged with any federal crimes.

Sending County shall promptly arrange for the transportation of any Youth out of the JJC upon receipt of a written or oral request from the Receiving County to remove the identified Youth. Receiving County agrees that once a request for removal is made, Sending County shall have up to seventy-two (72) hours to pick up the Youth from the JJC, unless exigent circumstances require less than seventy-two (72) hours, in the sole discretion of the Receiving County. Receiving County shall return all records of the Youth to Sending County within ten (10) business days of the date that the Youth is picked up.

#### 4. Indemnification.

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

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

In the event of concurrent negligence on the part of the Receiving County or any of its officers, agents, or employees, and the Sending County or any of its officers, agents, or employees, the liability for any and all such claims, demands, and actions in law or equity for such losses, costs, expenses, and damages shall be apportioned under the State of California's theory of comparative negligence, as presently established, or as may be modified hereafter.

To the fullest extent permitted by law, Sending County shall defend, indemnify, and hold harmless Receiving County, as well as Receiving County's officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected with the actions and activities of the Youth while at Receiving County's facility.

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement,

providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

5. Insurance. With respect to performance of work under this Agreement, the parties recognize that Receiving County and Sending County are both self-insured, in whole and/or in part, and shall maintain, to the extent not so self-insured, and shall require all their respective subcontractors and other agents who provide services in connection with this Agreement to maintain, all insurance as described in "Exhibit A", which is attached and incorporated by this reference.
6. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.
7. Confidentiality Requirements. The parties and their officers, employees, and agents shall ensure, and each party shall cause its subcontractors to ensure that:
  - 7.1 All records concerning any Youth made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein, except as requested in writing by Receiving County or as required by law.
  - 7.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any Youth that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by Receiving County or as required by law.
  - 7.3 Sending County and its officers, employees, agents, or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be "voluntarily" provided. Sending County shall give notice to Receiving County of any such court order or subpoena prior to compliance.
8. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Receiving County and Sending County.
9. Tax exempt bond financing of the JJC. Sending County acknowledges that the JJC has been acquired, constructed, or improved, and is situated on land that has been acquired using net proceeds of governmental tax-exempt bonds. To that end, (a) Sending County covenants, represents, and warrants to Receiving County that Sending County is a political subdivision of the State of California; (b) this Agreement does not confer upon the Sending County any right, title, or interest in the JJC; (c) Sending County may only house at the JJC Youth who are charged or convicted solely in relation to a violation of a local or state law; and (d) if Sending County wishes to have any extraordinary services, including programming, beyond what the Receiving County normally provides to its youth housed at the JJC, provided to the Youth at the JJC, Sending County must utilize only the Receiving County's vendors providing such services,

subject to such services being available, and reimburse the Receiving County for the cost of such services as provided under Section 2.4, herein. In the event of any Internal Revenue Service examination of any of the bonds or the use of the JJC, the Sending County shall cooperate with the Receiving County in any such examination.

10. Assignment and Delegation. Neither party hereto shall assign or transfer any right or interest, or delegate or transfer any duty under this Agreement without the prior written consent of the other, and no such assignment, delegation or transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
11. Notice Provision. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

TO: RECEIVING COUNTY:	COUNTY OF FRESNO Chief Probation Officer 3333 E. American Ave., Suite B Fresno, CA 93725
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TO: SENDING COUNTY:	MERCED COUNTY Probation Department ATTN: Contracts Division 1880 Wardrobe Ave. Merced, CA 95341 <a href="mailto:prcontracts@countyofmerced.com">prcontracts@countyofmerced.com</a>
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All notices between the Receiving County and the Sending County provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Receiving County business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Receiving 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. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Receiving County business hours, then such delivery shall be deemed to be effective at the next beginning of a Receiving County business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

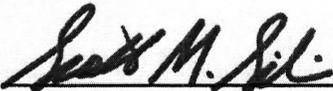
## **MISCELLANEOUS PROVISIONS**

12. No Waiver of Breach. The waiver by Receiving County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
13. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sending County and Receiving County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sending County and Receiving County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
14. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.
15. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Fresno County.
16. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement, and shall have no effect on its construction or interpretation.
17. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.
19. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF MERCED  
BOARD OF SUPERVISORS

COUNTY OF FRESNO

By:   
Scott M. Silveira, Board Chair

  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

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

Date: 2/23/2023  
Date

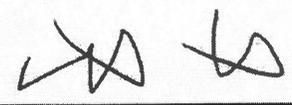
By:   
Deputy

REVIEWED AND RECOMMENDED  
FOR APPROVAL

By:   
KALISA ROCHESTER  
Chief Probation Officer

Date: 2-24-2023

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

By:   
Deputy

For accounting use only:

Org No.: 34409999  
Account No.: 5800  
Fund No.: 0001  
Subclass No.: 10000

Exhibit A

1. INSURANCE

Without limiting the Parties right to obtain indemnification from the other Party or any third parties, the Parties and their subcontractors and other agents who provide services in connection with this Agreement (“the Parties”), at their sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Medical Malpractice Liability

If the Parties employ licensed professional staff, in providing services, Medical Malpractice Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. The Parties agree that their staff, so licensed, shall maintain, at their sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of medical malpractice liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

E. Cyber liability

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Parties in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright,

trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Parties obligations under this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Parties obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Parties obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expense

F. Molestation

Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

The Parties shall obtain endorsements to the Commercial General Liability insurance naming the other Party, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Parties, their officers, agents, and employees shall be excess only and not contributing with insurance provided under the other Party's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the other Party.

The Parties hereby waives their right to recover from the other Party, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. The Parties are solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but each Party's waiver of

subrogation under this paragraph is effective whether the Party obtains such an endorsement.

Within Thirty (30) days from the date the Parties sign and execute this Agreement, the Parties shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein

In the event the Parties fail to keep in effect at all times insurance coverage as herein provided, the other Party may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.