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SERVICE AGREEMENT

This Service Agreement (Agreement) is dated February 10, 2026 and is between Focus Forward, a 501c3 nonprofit corporation (Contractor), and the County of Fresno, a political subdivision of the State of California (County).

Recitals

A. Senate Bill 823 (2020) directed the closure of California’s Division of Juvenile Justice (DJJ) and initiated significant reforms to the youth justice system, emphasizing public health approaches and community-based support. Following the closure of DJJ, counties assumed responsibility for operating Secure Youth Treatment Facilities (SYTFs), within which rehabilitation is guided by Individualized Rehabilitation Plans (IRPs) and youth may transition to Less Restrictive Programs (“LRPs”) when appropriate. The California Health and Human Services Agency, Office of Youth and Community Restoration (OYCR) administers grant funding to prepare for and facilitate the transition of youth from SYTFs to LRPs and to support their successful reintegration into home or community settings.

B. “Stepping Home” is a process for all youth, starting from the beginning of a youth’s confinement in a SYTF, to returning them safely and successfully to their communities as thriving, successful young adults. The model transitions the youth from the SYTF to LRPs to gradually increase their involvement in the community as they achieve the goals in their case plan until they are successfully home without supervision from county oversight agencies. While SYTFs provide maximum security and supervision, LRPs gradually increase the youth’s positive engagement in the community while decreasing supervision. LRPs can include camps and ranches, group living and cottages, and community living with supervision (e.g., living with family, independent living, college dormitories, etc.). The youth’s transition from the most restrictive SYTF towards home should begin as soon as is reasonably possible consistent with public safety. Reentry planning shall begin immediately upon commitment and shall proceed concurrently with the development and implementation of the IRP.

C. The County, through its Probation Department, requires community-based least restrictive placement programming to support a minimum of ten (10) youths at the Juvenile

1 Justice Campus (JJC) in the SYTF, with a focus on LRP readiness, reentry, and successful
2 reintegration. Required services include restorative programming to build accountability and
3 positive relationships, housing assistance to secure stable living arrangements, education
4 assistance to allow completion of coursework outside of class hours, transportation to access
5 programs, internship, apprenticeship, and employment procurement, and reentry planning with
6 warm hand-offs to public systems. Additional supports such as pre-release engagement,
7 wraparound transition services, technology and vocational training, and barrier removal are
8 essential to ensure continuity of care and long-term success for participating youth.

9 D. On June 27, 2025, the County issued Request for Proposal (RFP) No. 25-103 seeking
10 qualified vendors to provide these services. Addendum No. 1 was issued on July 22, 2025. The
11 RFP and Addendum No. 1 are collectively referred to as the "RFP."

12 E. Contractor responded to the RFP and was selected to provide services in accordance
13 with the terms of the RFP, Contractor's response to the RFP, and the terms of this Agreement.

14 The parties therefore agree as follows:

15 **Article 1**

16 **Contractor's Services**

17 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
18 Exhibit A to this Agreement, titled "Scope of Services."

19 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
20 able to perform all of the services provided in this Agreement.

21 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
22 applicable federal, state, and local laws and regulations in the performance of its obligations
23 under this Agreement, including but not limited to workers compensation, labor, and
24 confidentiality laws and regulations.

25 1.4 Contractor acknowledges that County's JJC is operated as a no hostage facility;
26 therefore, all services provided shall be performed in accordance with Probation's Hostage
27 Situation Policy, as well as Probation's JJC Manual Policy for Vendors, Volunteers and Student
28 Interns, described in Exhibit B to this Agreement. Contractor shall comply with all Probation's

1 JJC policies, procedures and protocols related to safety and security of the detained youth and
2 JJC.

3 1.5 **Staffing.** Contractor agrees that prior to providing services under the terms and
4 conditions of this Agreement, Contractor shall have staff hired and in place for program services
5 and operations or County may, in addition to other remedies it may have, suspend referrals or
6 terminate this Agreement, in accordance with Article 5 of this Agreement.

7 1.6 Contractor's staff working at the JJC shall be required to pass a background
8 investigation by Probation. Contractor's staff must obtain mandatory security clearance from
9 Probation, as applicable, prior to commencing work. Contractor shall notify Probation a
10 minimum of three (3) weeks in advance of placement of a new employee to provide adequate
11 time for the background check process. Contractor shall also provide adequate time for
12 employees/staff to attend facility orientation and training by Probation, as applicable.

13 1.7 County maintains the right to veto the use or employment of any of Contractor's
14 employees/staff on-site at the JJC provided by Contractor under the direction of Contractor.
15 Contractor shall also remove any of Contractor's employees/staff on-site at the JJC and replace
16 that employee/staff in a timely manner without limitation, when requested by Probation. The
17 application for access to the JJC is attached as Exhibit C "Probation Vendor Application."

18 (A) Contractor shall observe all applicable Probation policies and procedures
19 concerning the operation of the JJC. Contractor's staff shall sign acknowledgements of
20 certain Probation policies and procedures, as applicable and upon Probation's request.
21 Contractor's staff shall abide by the security regulations of the JJC. Contractor must
22 inform its employees and subcontractors of all such regulations.

23 (B) Each of Contractor's staff entering the JJC facilities shall provide proof of a
24 negative skin test for tuberculosis (TB) within the past six (6) months, or, for positive
25 Purified Protein Derivative (PPD) reactors, initial assessment and yearly assessment for
26 signs and symptoms of disease.

27 (C) Contractor's staff and volunteers shall wear professional attire when providing
28 any services under this Agreement at the JJC.

1 (D) Contractor shall not allow any of its staff and volunteers into the JJC if it has
2 reason to believe such person is under the influence of alcoholic beverages or drugs.

3 1.8 Contractor shall comply with all Prison Rape Elimination Act (PREA) 42 U.S.C.
4 §15601 et seq. standards for juvenile correctional facilities and agrees to have all staff assigned
5 to JJC be trained initially and every two (2) years thereafter by Probation.

6 1.9 Contractor shall ensure all Contractor's employees, consultants, subcontractors or
7 agents described in the Child Abuse Reporting Act, section 11164, et. seq. of the Penal Code,
8 and while performing services under this Agreement, Contractor shall report all known or
9 suspected child abuse or neglect to a child protective agency described in Penal Code section
10 11165.9.

11 1.10 **Confidential Information.** Contractor shall comply with all provisions of Exhibit D,
12 Data Security.

13 1.11 **Consistent Federal Income Tax Position.** Contractor acknowledges that the JJC
14 has been acquired, constructed, or improved (and is situated on land that has been acquired)
15 using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). Contractor
16 agrees that, with respect to this Agreement and the Bond-Financed Facility, Contractor is not
17 entitled to take, and shall not take, any position (also known as a "tax position") with the Internal
18 Revenue Service (IRS) that is inconsistent with being a service provider to the County, as a
19 qualified user with respect to the Bond-Financed Facility, as managed property, as all of those
20 terms used in IRS Revenue Procedure 2017-13, and to that end, for example, and not as a
21 limitation, Contractor agrees that Contractor shall not, in any connection with any federal income
22 tax return that it files with the IRS or any other statement or information that it provides to the
23 IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or
24 (b) claim any depreciation or amortization deduction, investment tax credit, or deduction for any
25 payment as rent with respect to the Bond-Financed Facility. The Contractor further
26 acknowledges that providing services provided at the JJC does not entitle the Contractor to
27 have any right to control or exclusively possess all or any portion of any County facility,
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1 including the JJC, and at any time, authorized County staff may enter County facilities, including
2 the JJC, where Contractor is performing services.

3 1.12 Probation currently utilizes an electronic case management system, "PRI MS" for
4 management of records for detained youth. Contractor must utilize this system to report
5 encounters and statistics related to services provided to each detained youth. Contractor must
6 enter the records into PRI MS should occur no later than 12 to 24 hours after services occurred.

7 1.13 **Meetings.**

8 (A) Administrative Meetings. Contractor shall schedule, facilitate, and hold monthly,
9 or as needed, administrative meetings with County staff and/or designees to evaluate
10 and address statistics, program needs, problems/issues that may arise, and
11 interrelationships between County's JJC staff and Contractor's staff. Contractor shall
12 provide County staff with statistics in electronic format prior to the meeting.

13 (B) Probation JJC Meetings. Contractor shall participate in multi-disciplinary
14 meetings at JJC with Probation staff and Probation's other contracted providers. These
15 meetings include, but shall not be limited to, monthly institutional collaborative meetings
16 ("JJC Management Team") and weekly, or as needed, transition meetings for detained
17 youth committed to JJC and preparing for re-entry into the community. Schedules for
18 these meetings may change based on the needs of Probation, in the determination of
19 Probation.

20 1.14 Contractor shall furnish to County such statements, records, reports, data and other
21 information as County may request pertaining to matters covered by this Agreement. If
22 Contractor fails to provide such reports or other information so required, it shall be sufficient
23 cause for County to withhold monthly payments until Contractor complies. In addition,
24 Contractor shall provide written notification and explanation to County within five (5) days of any
25 funds received from another source that supports or impacts, but not duplicative of, services
26 covered by this Agreement.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide oversight and collaborate with Contractor to achieve
4 program goals and outcomes. In addition to contract monitoring of the program, County shall
5 provide oversight including, but not limited to, coordination with OYCR regarding program
6 administration and outcomes.

7 2.2 The County shall participate in evaluating the progress of the overall program and
8 shall be available to Contractor for ongoing consultation. County shall receive and analyze
9 statistical outcome data from Contractor throughout the term of the Agreement on a monthly
10 basis. County shall notify Contractor when additional participation is required. The performance
11 outcome measurement process shall not be limited to survey instruments, but shall also include,
12 as appropriate, surveys of persons served and staff, and other methods of obtaining required
13 information.

14 2.3 **Office Space and Equipment.** County's Chief Probation Officer, or their designee,
15 shall designate and provide a total of approximately 286 sq. ft. of office space at JJC Building
16 709 for Contractor to utilize under the terms and conditions of this Agreement, at no charge to
17 Contractor. County shall have the right to enter such areas at all times, it being understood that
18 Contractor may not control or exclusively possess such space. Contractor acknowledges that
19 the designated area is confidential and shall maintain the confidentiality of the area. County
20 shall provide to Contractor in an "as-is" condition office space, furniture, facilities, and
21 telephones within the designated area in County's JJC to utilize during the term of this
22 Agreement, which Contractor shall utilize in a careful manner.

23 2.4 Contractor shall not utilize County office space, furniture, fixtures, facilities, and
24 telephones within the designated area (1) in any manner that violates state or federal law or (2)
25 for any purpose other than in the performance of its obligations under this Agreement.

26 2.5 At the termination of this Agreement, Contractor will return all County furniture,
27 fixtures, facilities, and telephones to County in working order, except for reasonable wear and
28 tear. If any of County's furniture, fixtures, facilities and/or telephones require replacement or

1 repair, Contractor shall, at Contractor's expense, replace with the same or comparable item, or
2 repair the item to working order.

3 2.6 County shall maintain responsibility for Contractor's costs for intranet line charges
4 and intranet logon charges, as County provides services. County shall provide only the
5 equipment presently on-site as well as any other equipment that County chooses to purchase
6 and retain ownership of.

7 2.7 The parties to this Agreement agree that no provision in this Agreement, including
8 without limitation all attached and incorporated documents, is intended to create a possessory
9 interest for Contractor in any property, building, facility and/or equipment owned or possessed
10 by County. Furthermore, no provision herein shall be interpreted as providing Contractor a
11 lease, license or possessory interest of any kind whatsoever in any property, building, facility
12 and/or equipment owned or possessed by County.

13 2.8 **Background Checks.** County shall conduct background checks on all personnel
14 that Contractor will assign to work at County's JJC. The background check will be conducted at
15 Probation's expense. Probation shall immediately notify Contractor if an employee of Contractor
16 is determined to be unacceptable for admission into the County's JJC, or unacceptable to
17 provide these services at any location.

18 (A) Background checks must be completed to the Chief Probation Officer's, or their
19 designee's, satisfaction before admission, or continued admission of any such persons
20 into the JJC facilities.

21 (B) The Chief Probation Officer, or their designee, shall have the sole and absolute
22 discretion to refuse admittance of any of Contractor's personnel/volunteers into or from
23 the JJC, and to remove any of Contractor's personnel/volunteers from the JJC.

24 (C) The County shall promptly notify Contractor if any of Contractor's
25 personnel/volunteers are found to be unacceptable for admission into the JJC facilities,
26 and upon such notice, Contractor shall immediately refuse admittance of such person(s)
27 to the JJC.

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

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

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

13 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
14 nothing in this Agreement establishes, waives, or modifies any claims presentation
15 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
16 of Title 1 of the Government Code, beginning with section 810).

17 **Article 6**

18 **Termination and Suspension**

19 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
20 contingent on the approval of funds by the appropriating government agency. If sufficient funds
21 are not allocated, then the County, upon at least 30 days' advance written notice to the
22 Contractor, may:

23 (A) Modify the services provided by the Contractor under this Agreement; or

24 (B) Terminate this Agreement.

25 6.2 **Termination for Breach.**

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

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

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

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

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
12 County may terminate this Agreement by giving at least 30 days advance written notice to the
13 Contractor.

14 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
15 under this Article 6 is without penalty to or further obligation of the County.

16 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
17 6, the County may demand repayment by the Contractor of any monies disbursed to the
18 Contractor under this Agreement that, in the County's sole judgment, were not expended in
19 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
20 demand. This section survives the termination of this Agreement.

21 **Article 7**

22 **Independent Contractor**

23 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
24 agents, employees, and volunteers, is at all times acting and performing as an independent
25 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
26 venturer, partner, or associate of the County.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

1 (D) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 10, beginning with section
4 7920.000) ("CPRA").

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

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

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five (5) business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

1 not binding on the County, but the County will give at least ten (10) days' advance written notice
2 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit G to this Agreement) and submitting it to
14 the County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The Contractor acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 In addition, County's Chief Probation Officer or their designee may make changes to
25 expense category subtotals (i.e., Salaries & Benefits, Operational, Equipment, etc.) as set forth
26 in Exhibit E, provided such changes do not exceed ten percent (10%) of the maximum
27 compensation payable to the Contractor and are made prior to January 31, 2028. All such
28 modifications require prior written approval of the Chief Probation Officer or their designee, and

1 shall not result in any increase to the total maximum compensation payable under this
2 Agreement.

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

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

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

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

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

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

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

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

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

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

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

15 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

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

23 (A) An “electronic signature” means any symbol or process intended by an individual
24 signing this Agreement to represent their signature, including but not limited to (1) a
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
26 electronically scanned and transmitted (for example by PDF document) version of an
27 original handwritten signature.
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1 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this Agreement
3 for all purposes, including but not limited to evidentiary proof in any administrative or
4 judicial proceeding, and (2) has the same force and effect as the valid original
5 handwritten signature of that person.

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

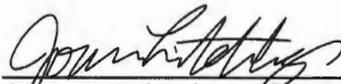
16 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

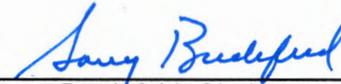
18 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 FOCUS FORWARD

COUNTY OF FRESNO

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4 
5 Joanna Litchenberg, Chief Executive Officer


Garry Bredfeld, Chairman of the Board of
Supervisors of the County of Fresno

6 3333 E. American Ave., Suite B
7 Fresno, CA 93725

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

9
10 By: 
Deputy

11 For accounting use only:

12 Org No.: 34322005
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

Scope of Services

1. Background

Services shall support the Program described in the Recitals of this Agreement. Contractor's Stabilizing Youth for Their Future Program (SYTF Program) is designed as a comprehensive reentry program for youth who are being housed in the SYTF at the JJC to prepare for and successfully step them down to least restrictive placements.

2. Program Implementation Timeline

- A. Reentry services as currently provided and leveraged with Contractor's existing staff, to begin upon Agreement Effective Date of February 10, 2026.
- B. SYTF Program Staff Recruitment, to be completed four (4) to six (6) weeks from Effective Date.
- C. Background Clearance, Training and Onboarding, to be completed eight (8) weeks from Effective Date.
- D. Child Family Teams/Integrated Practice-Child and Adolescent Needs and Strengths (CFT/CANS) Training, to begin two (2) to four (4) weeks from staff being onboarded and cleared.
- E. Family Reunification & Co-Parenting Services, to begin within ten (10) weeks of Effective Date.
- F. Employment/Vocational Training, referrals to begin within 12 weeks of Effective Date.
- G. Tattoo Removal, to begin within 12 weeks of Effective Date.
- H. Restorative Programming, to begin February 2026.
- I. Pro-Social Activities, to be completed a minimum of eight (8) times a year, dates to be determined.
- J. Hiring of SYTF Program Trainees, to begin approximately six (6) months after Effective Date.
- K. Timelines may be adjusted as needed by Contractor with written approval from County's Probation Department (Probation).

Exhibit A

3. Target Population

Community-based LRP services under this Agreement shall be available to all Fresno County youth currently serving an SYTF commitment under Welfare and Institutions Code (WIC) Section 875. These youth have committed the most serious law offenses, as defined under WIC Section 707(b), represent all genders, and range in age from 14 to 25 years old. As funded by the OYCR LRP grant, a minimum of ten (10) youths will be served annually. Contractor's SYTF Program shall serve a maximum of 35 youths annually who are in-custody and out-of-custody, with varying phases of service intensity based on need and progress throughout the program. Probation will refer youth to Contractor.

4. Location of Services

- A. Secured, custodial setting at the JJC.
- B. Unsecured, non-custodial setting where services shall be provided in a safe and structured setting for the youthful offender and their families and supportive adults, which may include the Contractor's community-based office site or community settings (partner organization sites, libraries, schools, etc.).
- C. At the youth's least restrictive placement (family/friend home, transitional living programs, Pine Grove Conservation Camp (Pine Grove), college dorms, etc.).

5. Hours of Operation

Contractor shall maintain an office a minimum of eight (8) hours per day, Monday through Friday. Staff shall be available during scheduled business hours of 8:00 AM to 5:00 PM to respond to urgent needs by program participants. Additionally, Contractor shall provide operational services both in-office and in the field, as necessary. Contractor shall adjust operational hours to allow for after-hours and weekend operations as needed to enhance accessibility and ensure the timely delivery of services to the target population.

JJC programming concludes at 8:00 PM daily. Contractor shall plan staffing and service delivery schedules accordingly to maximize engagement opportunities with youth participants.

6. Description of Services

Exhibit A

- 1 A. Restorative Programming. Contractor shall provide restorative-based
2 programming designed to promote youth accountability for their offense(s) and
3 support the development of positive relationships and behaviors. Services may
4 include but not be limited to victim awareness education, personal insight
5 development, and restorative justice programs.
- 6 B. Housing Assistance. Contractor shall assist eligible youth with securing stable
7 housing as part of their transition and reintegration plan. Services may include
8 support with locating housing, navigating applications, and connecting with
9 housing resources and community providers. This shall also include financial
10 assistance procuring and securing housing.
- 11 C. Transportation Assistance. Contractor shall provide transportation support to
12 ensure youth can access services and programming. This may include but not be
13 limited to transportation for furloughs, day/home passes, participation in
14 community-based programs, procurement of official identification cards and other
15 documents, and other approved activities that support rehabilitative goals.
- 16 D. Reentry Planning and Preparation. Contractor shall provide reentry planning to
17 the youths prior to their transitions to LRPs. Cursory planning shall commence at
18 the time of the youth's initial SYTF commitment in collaboration with the IRP
19 development, and increase in intensity throughout the commitment and
20 completion of IRP goals. Contractor shall familiarize youth with LRP expectations
21 and phases before transition. Additionally, prior to entering LRPs, Contractor
22 shall enroll youth in all applicable benefits with warm hand-offs to public service
23 systems to ensure continuity of care and support.
- 24 i. Pre-release Engagement. Contractor shall engage youth with community
25 health and resources that address the social determinants of health
26 through Medi-Cal enrollment and Enhanced Care Management services
27 to ensure uninterrupted access to comprehensive healthcare upon
28 release to community and home living.

Exhibit A

1 ii. Release and Warm Transitions. Contractor shall facilitate smooth
2 transitions to community and home living that include comprehensive
3 Wraparound services such as supported living programs, basic income
4 assistance, continuing substance use and mental health support,
5 educational and vocational placements, and transportation assistance.
6 Youth placed in LRPs shall be provided income assistance as needed,
7 including directed housing payments calculated based on local costs,
8 youth age, and other factors.

9 iii. Technology for Vocational and Educational Supports. Contractor shall
10 provide necessary technology, vocational supports and equipment to help
11 youth succeed during their transition. Additionally, Contractor shall be
12 responsible for ensuring youth enrolled in higher education courses have
13 access to the technology and supervision needed to complete
14 coursework outside of class hours.

15 iv. Barrier Removal. Contractor shall identify and address barriers that may
16 impede the youth's successful reintegration, providing targeted
17 interventions to overcome those challenges.

18 E. Contractor's SYTF Program. The SYTF Program shall have a three (3) phase
19 approach to ensure each youth has a clear understanding of what their plan is for
20 all their in-custody and out-of-custody programs from commitment to termination.
21 Contractor's SYTF Program team shall provide direct services and coordinate
22 with partner organizations to implement all necessary services through the three
23 (3) phases of the program. Contractor understands that any programming
24 decisions as well as timelines must be approved by Probation.

25 i. Phase 1: Orientation, Assessment, Individual Rehabilitation Plan (Day 1 –
26 30)

Exhibit A

- 1 1. Introduction and expectations of the SYTF Program to the youth in
2 collaboration with Probation, its contracted providers and partners
3 serving the SYTF population.
- 4 2. Completion of a targeted assessment process, CANS, for each
5 youth, to be incorporated into multidisciplinary team meetings
6 (MDTM) including CFT meetings.
- 7 3. Facilitation of MDTM/CFTs shall occur at 30 days post
8 commitment and every six (6) months thereafter. Each
9 MDTM/CFT shall include identification of reentry planning actions
10 and status.
- 11 4. Creation of calendars for each youth that includes all of their
12 programming dates and times. Calendar shall be completed by or
13 immediately following the initial 30-day review MDTM and updated
14 as programs are completed and/or added.
- 15 5. Creation of a reentry roadmap to assist completion of IRP goals
16 and skill building during SYTF commitment to prepare for eventual
17 transition to LRP.
- 18 ii. Phase 2: Mentoring, Stabilization, Family Planning & Parenting Support
19 (Day 31-90 Day Pre-Release)
 - 20 1. SYTF Program Life Experience Mentors shall be based at the JJC
21 SYTF three (3) days a week to help each youth navigate their
22 schedule and varying services, and mitigate any concerns with
23 program participation. SYTF Program Social Workers shall work
24 intensively with the out-of-custody participants.
 - 25 2. SYTF Program Life Experience Mentors and/or SYTF Program
26 Social Workers shall provide updates to the CANS and IRP during
27 the six (6)-month SYTF Review Meetings (MDTM/CFT).
 - 28 3. SYTF Program Family Advocate shall:

Exhibit A

- a. Create or continue bond between the youth and youth's children, and support positive, co-parenting practices.
- b. Provide reproductive health education to youth in-custody and out-of-custody as needed.

iii. Phase 3, Step 1: Reentry Plan (90-Day Pre-Release – Release Date)

1. Continue using CANS/CFT model to develop the youth's reentry plan.
2. SYTF Program Social Workers shall increase engagement to meet with youth on a weekly basis and a 90-day pre-release CFT/MDTM shall be initiated to better understand what least restrictive program is best suited for the youth.
3. Plan for access to direct client financial assistance to remove barriers to success.
4. Identify any necessary referrals that need to be made for primary service areas in the reentry plan:
 - a. Least Restrictive Placement.
 - i. SYTF Social Workers shall work with youth and multi-disciplinary team (MDT) to determine the best placement to step youth down from the facility. This may include living with family, supportive adults, transitional housing programs, college/university housing, Pine Grove, and other residential job training programs.
 - ii. Contractor shall be a member of the Fresno Madera Continuum of Care to be updated on all available transitional housing opportunities for youth/young adults in the Fresno County region.

Exhibit A

1 ServSafe Food Handler’s Card, Security Guard
2 Card, etc.

3 c. Tattoo Removal

4 i. Tattoo removal services, which help reduce barriers
5 to employment, shall be offered to all youth
6 participating in the program through a partnership
7 between the Contractor and its subcontractor New
8 Skin Tattoo Removal.

9 d. Higher Education

10 i. Partnerships with Fresno City College, Fresno
11 State, and other local and statewide colleges; as
12 well as Rising Scholars, and Project Rebound
13 programs shall be utilized to connect youth with
14 higher education programs if identified as their
15 goal.

16 ii. Support through Contractor’s Pipeline to
17 Opportunity (P2O), funded through external
18 sources, shall be leveraged to support youth’s
19 academic goals.

20 e. Family Planning and Reunification

21 i. The SYTF Program Family Advocate shall provide
22 support for family reunification, co-parenting, and
23 family planning to youth who are parents.

24 ii. Youth without children shall receive reproductive
25 health education, as appropriate to their individual
26 needs.

27 f. Medical and Behavioral Health
28

Exhibit A

1 i. Contractor shall collaborate with County's
2 contracted providers of treatment and California
3 Advancing and Innovating Medi-Cal (CalAIM)
4 Justice-Involved pre-release care coordination
5 services to establish goals during the reentry
6 process to ensure youth's medical and behavioral
7 needs are met without disruption.

8 g. Restorative Programming

9 i. Contract shall provide a specialized Youth
10 Reintegration Academy in partnership through a
11 subcontractor to five (5) youth per year in a cohort
12 setting in the community. Elements of the Prison
13 Education Project (PEP) shall be incorporated
14 including Forgiveness and Healing, Building
15 Healthy Relationships, and Understanding Trauma,
16 and shall include lessons that promote youth
17 accountability and personal insight development.

18 5. Once Reentry Plan is approved by the Juvenile Court,
19 Contractor's STYF Program Social Worker shall meet with the
20 youth, family, or other support persons at the least restrictive
21 placement to review the Reentry Plan and to address any
22 anticipated barriers.

23 a. This includes assisting youth procuring their California
24 Drivers's Permit and license.

25 6. During the youth's final 90 days, Contractor shall schedule, with
26 Probation approval, all necessary appointments including DMV,
27 Social Security, court, program orientations, and similar services
28 to ensure the youth obtains required documents for employment

Exhibit A

1 and public assistance and completes all applications or other
2 prerequisites prior to release.

3 iv. Phase 3, Step 2: Least-Restrictive Programming & Stabilization (Post-
4 Release – Probation Termination)

- 5 1. Contractor shall participate in the reentry release meeting, confirm
6 upcoming appointments, and address expectations of Phase 3.
- 7 2. Contractor's SYTF Program Social Workers shall provide daily
8 contact with the youth in the first 30 days of release, whether in-
9 person, by phone call or in appointment meetings, in order for
10 youth to have constant supervision and accountability.
- 11 3. After 30 days post-release, Contractor shall schedule a
12 MDTM/CFT with all partners to discuss the progress of the youth's
13 reentry plan.
- 14 4. Once the youth is stabilizing in their least restrictive placement,
15 Contractor's SYTF Program Social Worker shall decrease
16 frequency of visits from daily to once a week. Contractor shall
17 monitor progress and communicate any concerns to assigned
18 Deputy Probation Officer (DPO), and update in the CANS and IRP
19 during the six (6)-month STYF Review Meetings (MDTM/CFT).
- 20 5. Once the youth has shown that they are stable, defined as going
21 to school on a regular basis, has stable employment/income,
22 completed all necessary out-of-custody programming, and is not
23 displaying any concerns of re-offending, the STYF Program Social
24 Workers shall decrease contacts to every other week or once a
25 month, whichever is agreed upon at the MDTM.

26 F. Direct Client Financial Assistance. Contractor shall remove barriers and cover
27 costs of essential needs and meet housing, employment, and financial
28 independence goals to set youth up for success with their IRP. When traditional

Exhibit A

1 or alternative resources have been exhausted and additional support is
2 necessary to address needs, direct client financial assistance shall be provided
3 appropriate to the unique needs and circumstances of the youth, whether support
4 is essential to advancing the youth's reentry plan goals or to address a crisis,
5 emergency or safety concern.

6 G. Program Environment and Behavioral Management. Contractor shall provide
7 services in secure and less secure settings in a trauma-informed, culturally and
8 gender responsive manner, and provide quality programming. Programming shall
9 actively engage families and offer a behavioral management program in
10 collaboration with the assigned DPO. Behavioral management strategies must be
11 tailored to each youth and applied consistently.

12 H. Collaboration. Contractor shall collaborate closely with Probation and all other
13 approved agencies directly working with the youth to ensure coordinated care
14 and services delivery. Through the MDTM/CFT, Contractor shall work with
15 Probation and other multidisciplinary team members to prepare and develop an
16 IRP during initial commitment, as well as updates to the IRP at every 6-month
17 SYTF Review Meeting (MDTM/CFT). The IRP will be updated 90 days prior to
18 the youth's release to make adjustments for post-release needs such as housing,
19 employment, and other transitional goals.

20 I. Program Decision-Making Authority. Probation shall retain ultimate authority over
21 programming decisions. Contractor shall defer to Probation's direction on all
22 programmatic matters.

23 J. Court Progress Reports. Contractor shall complete any required court progress
24 reports in addition to those outlined under "Meetings and Reports" referenced in
25 Section 8 of this Exhibit A. All court progress reports must be submitted to
26 Probation.

27 7. Staffing and Program Administration

28

Exhibit A

- 1 A. Contractor's dedicated team for the SYTF Program shall consist of 4.60 full time
2 equivalent (FTE) staff:
- 3 i. One (1) 0.10 FTE Director of Programs
 - 4 ii. One (1) FTE Program Coordinator (Bachelor's or preferred Master's level)
 - 5 iii. Two (2) 1 FTE Social Workers (Master's level)
 - 6 iv. One (1) 0.50 FTE Family Advocate (Bachelor's level)
 - 7 v. Two (2) 0.5 FTE Life Experience Mentors (Bachelor's level)
- 8 B. Contractor shall ensure that all staff employed in the performance of this Scope
9 of Services possess the required expertise, skill, and professional competence
10 required to perform and fulfill their assigned responsibilities effectively.
- 11 C. Contractor shall provide and/or coordinate appropriate orientation and ongoing
12 training to all staff under its direction, at its own expense.
- 13 i. Contractor shall coordinate County-provided trainings to include but not
14 be limited to facility and other County policies and procedures.
 - 15 ii. Contractor shall ensure its staff receive training covering:
 - 16 1. Roles and limits of staff, appropriate boundaries, trust and
17 communication, case management, confidentiality, and other
18 Contractor agency policies and procedures.
 - 19 2. Training shall also include mandated reporter training, and at a
20 minimum, training on Restorative Practices, Motivational
21 Interviewing, Cultural Competency and Gender Responsiveness,
22 Trauma-Informed Care, and Harm Reduction Principles.
- 23 D. Contractor shall provide access to competent and appropriate linguistic services
24 in the youth's identified language of choice and shall have a working knowledge
25 of accessing and utilizing qualified staff, third-party interpreters and/or language
26 lines during provision of services. Interpretation and translation services shall be
27 at Contractor's expense.
- 28

Exhibit A

1 E. Contractor shall maintain a sufficient number of qualified staff and effectively
2 manage staffing assignments to ensure all referrals are responded to and
3 services are delivered in a timely manner.

4 F. Volunteers utilized by the Contractor shall be subject to the same training,
5 background, and competency requirements as paid staff.

6 G. Specific Staff and Volunteer Requirements:

7 i. Successfully pass a background check.

8 ii. Sign an acknowledgment form and complete Prison Rape Elimination Act
9 (PREA) training.

10 iii. Complete all required trainings outlined in Section 7.C above as well as
11 any other trainings identified by Probation throughout the term of this
12 agreement.

13 8. Other Requirements

14 A. Contractor must comply with Probation's JJC Policy for Vendors, Volunteers and
15 Student Interns.

16 B. Contractor must adhere to all current and future JJC and Probation department
17 policies, including any revisions or updates. All individuals, including staff,
18 volunteers, and interns who provide services under this Agreement shall be
19 subject to a background investigation. Current Probation policies may be
20 reviewed here: [https://www.fresnocountyca.gov/Departments/Probation/About-
21 Probation/Policy-ManualsTraining-Plans](https://www.fresnocountyca.gov/Departments/Probation/About-Probation/Policy-ManualsTraining-Plans).

22 9. Meetings, Outcomes and Reports

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

26 B. Contractor shall comply with all contract monitoring and compliance protocols,
27 procedures, data collection methods, and reporting requirements conducted by
28 County.

Exhibit A

- 1 C. To comply with state funding and reporting requirements and to successfully
2 administer, assess and evaluate program outcomes effectiveness, Contractor
3 shall collect and report data related to the services provided under this
4 Agreement. Contractor shall assist Probation in fulfilling all reporting
5 requirements related to the OYCR LRP Grant Outcomes.
- 6 D. Contractor and Probation shall collaborate to finalize outcomes measures.
7 Specific outcome measurements may be modified as a result of changes in
8 regulations, funding sources, or County priorities.
- 9 E. Contractor shall submit all required data and outcome reports in a timely manner
10 as specified by Probation.
- 11 F. Contractor shall track data and provide reporting on the following items and send
12 all applicable information and reports to Probation.
- 13 i. All activity/data reports will be due to Probation by the 10th of each month
14 for the prior month's services, unless otherwise specified, and will be
15 reviewed for accuracy. If the 10th lands on a weekend or holiday, reports
16 will be due the next business day.
- 17 1. Data reporting requirements include but are not limited to:
- 18 a. Monthly individualized progress reports for services
19 provided upon request.
- 20 b. Report formatting will follow departmental need.
- 21 c. Contractor shall have ability to provide data/statistics, i.e.,
22 number of individuals served, type of individual served –
23 detained or released, referrals made, individuals who
24 declined services, on a monthly, quarterly, and annual
25 basis and other reports, as requested by the Probation.
- 26 G. Contractor shall provide Probation with Outcome Reports on an annual basis.
27 Outcome Report formats will be established through collaboration between
28 Contractor and Probation. Outcome Report measures may change, based on

Exhibit A

information or measures needed. Additional reports and outcome information may be requested by Probation at a later date, as needed. At minimum, Contractor shall provide the outcomes to cover the following:

Phase 1: Performance Measures - Orientation, Assessment, and Individual Rehabilitation Plan			
Goal	Objective	Outcome	Reporting Data
Orient SYTF youth to the program	Complete SYTF Orientation within 10 days of commitment	100% of participants will understand the 3 phases of the SYTF Program	# of participants enrolled during the reporting period
Staff assess the strengths and needs of the youth	Complete initial Child & Adolescent Needs & Strengths (CANS) within 30 days of commitment	100% of Individual Rehabilitation Plan (IRP) will be responsive to CANS	# and % of CANS completed within 30 days of commitment
Multidisciplinary Team will work together to inform the CANS and IRP	Youth will receive a MDTM/CFT at or around 30 days from SYTF commitment	100% of youth will participate in MDTM/CFT	# MDTM/CFT completed during the reporting period and # of IRPs completed
Youth will understand their IRP and who their team consists of	Complete IRP and In-Custody Calendar/Schedule	100% of participants will meet with Life Experience Mentor and/or Social Worker to review IRP and schedule	# mentoring/case management sessions completed
Phase 2: Performance Measures - Mentoring, Stabilization, Family Planning & Parenting Support			
Goal	Objective	Outcome	Reporting Data
Youth will be guided by Life Experience Mentor throughout Phase 2 to complete IRP goals	Weekly sessions will be provided to in-custody youth	100% of youth will work toward IRP goals	# of mentoring sessions during the reporting period # of IRP goals completed
Youth parents will develop co-parenting/family reunification goals	Family Advocate will meet with youth and provide appropriate interventions (baby bonding, co-parenting, etc.)	Family Advocate will update CANS and IRP during 6-month MDTM/CFT for 100% of youth parents	# sessions with Family Advocate # of IRP goals completed
Youth will increase knowledge and understanding of healthy relationships	Family Advocate will provide Reproductive Health Education to in-custody youth	90% of youth will show improvement in post-survey after completing program	# youth completing the program % of youth that

Exhibit A

and safe sexual practice			showed improvement in knowledge and understanding of the topic
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Phase 3: Performance Measures – Step 1: Reentry Plan

Goal	Objective	Outcome	Reporting Data
Begin preparation of Reentry Plan at least 90 days pre-release	Conduct MDTM/CFT approximately 90 days before release	100% of youth will participate in MDTM/CFT	# MDTM/CFT completed during the reporting period # of Reentry Plans completed
Identify Least Restrictive Placement for youth	Get Probation and Court approval for LRP	100% of youth have a safe, supportive environment to step down to from facility	# youth placed in LRPs and type of LRP
Prepare youth for Reentry to LRP	Acquire vital documents, complete LRP requirements, and have Reentry Schedule completed	100% of youth will leave facility with vital documents and a schedule for the initial 30 days of reentry	# youth reporting confidence in Reentry Plan through pre-release interview with Probation and/or STYF Program Social Worker

Phase 3: Performance Measures – Step 2: Least Restrictive Programming & Stabilization

Goal	Objective	Outcome	Reporting Data
Establish routine to meet Reentry Plan goals	Conduct MDTM/CFT approximately 30 days after release	80% of youth will develop stability and move to reduced STYF Program Social Worker contacts	# MDTM/CFT completed during the reporting period # of Reentry Plans completed # and % of youth developing stability
Follow Reentry Plan and utilize resources as needed	Complete Reentry Plan goals	5 youth will complete Restorative Programming with the Reintegration Academy 5 youth will receive paid job training through Contractor as Trainees 80% of youth who	# of Reentry Plans completed # of youth that completed Restorative Programming # youth hired by Contractor as Trainees

Exhibit A

		begin tattoo removal services will complete program	# and % of youth receiving tattoo removal services
		At least 5 youth will participate in planned Prosocial Activities (quarterly)	% of youth that completed tattoo removal services
			# of youth participating in quarterly Prosocial Activity Events
Meet with SYTF Program Social Workers and Probation consistently	Participate in 6-month Review Meetings (MDTM/CFT)	100% of youth will participate in MDTM/CFT	# MDTM/CFT completed during the reporting period # of Reentry Plans completed
Youth will be stabilized	<ul style="list-style-type: none"> • Attend school regularly • Gain stable Employment and income • Complete Probation program terms • Show no indicators of recidivism 	80% of youth will be stabilized and move to further decreased STYF Program Social Worker contact	# and % of youth developing stability

H. Probation utilizes an electronic case management system, currently "PRI MS", for management of records for justice-involved youth. Contractor shall be requested to utilize this system or other shared documents to report encounters and statistics related to services provided.

Vendors, Volunteers and Student Interns

309.1 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 staff members who can augment Department personnel and help complete various tasks.

309.1.1 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 the intern's field while 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.

309.2 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.

309.3 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.

Exhibit B Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

309.4 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.

309.4.1 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 staff 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 staff 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.

309.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete the following 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.

309.4.3 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.

309.5 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. Necessary safety equipment will be provided.

Exhibit B Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

Vendor, 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.

309.6 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 such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., an officer participating as a student intern for reduced or no pay). Therefore, staff members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

309.7 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, selecting, and training qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student interns.
- (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.

309.8 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.

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

Exhibit B Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to a vendor, 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.

309.9 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 as determined by the program coordinator.

Vendors, volunteers and student interns will be provided with an orientation program to acquaint them with the policies of the Department and procedures applicable to their assignments.

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

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, officers or other full-time staff 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, whether oral or written, issued by the Department.

309.9.1 STATE REQUIREMENTS

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

309.10 SUPERVISION

Each vendor, volunteer or 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 staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.

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Vendors, Volunteers and Student Interns

- (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.

309.10.1 EVALUATIONS

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

309.10.2 FITNESS FOR DUTY

No vendor, volunteers or student intern shall report for work or be at work when the individual 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.

309.11 INFORMATION ACCESS

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

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Vendors, Volunteers and Student Interns

309.11.1 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.

309.12 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.

309.13 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.

309.14 ISSUED DATE

- 02/18/2022

Emergency Procedures - Facilities (Title 15, § 1327)

400.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a plan to appropriately respond to emergencies within the facility and to ensure all affected staff members receive timely training regarding emergency response. This policy is intended to protect the community, staff members, visitors, youth, and all others who enter the Juvenile Justice Campus (JJC), while allowing the facility to fulfill its primary purpose (15 CCR 1327).

Facility emergencies related to fire will be addressed in the Fire Safety Plan Policy.

400.2 POLICY

It is the policy of this Department to have emergency response plans in place to quickly and effectively respond to and minimize the severity of any emergency within the facility.

400.3 EMERGENCY PROCEDURES

The Chief Probation Officer or the authorized designee shall develop, publish, and periodically review and update facility-specific policies, procedures, and emergency response plans that shall include but not be limited to (15 CCR 1327):

- (a) Escapes, disturbances, and the taking of hostages.
- (b) Civil disturbances, active shooters, and terrorist attacks.
- (c) Fire and natural disasters.
- (d) Periodic testing of emergency equipment.
- (e) Mass arrests.
- (f) Emergency evacuation of the facility (see the Emergency Evacuation Plan Policy).
- (g) A program to provide all youth supervision staff members with an annual review of emergency procedures.
- (h) Other emergencies as needs are identified.

The facility emergency response plans are intended to provide all staff members with current methods, guidelines, and training for minimizing the number and severity of emergency events that may threaten the security of the facility or compromise the safety of staff members, youth, or the community.

The emergency response plans are intended to provide information on specific assignments and tasks for staff members. Where appropriate, the emergency response plans will include persons and emergency departments to be notified.

The emergency response plans shall include procedures for continuing to house youth in the facility, the identification of alternative facilities outside the boundaries of the disaster or threat

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Emergency Procedures - Facilities (Title 15, § 1327)

and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies.

The emergency response plans shall be made available to all staff members, contractors, and volunteers working in the facility as needed. Confidential policies and procedures that relate to the security of the facility may be kept in a separate manual (15 CCR 1327).

400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS

The Chief Probation Officer or the authorized designee shall authorize only those regulations directly affected by the emergency to be suspended. When a suspension occurs for longer than three days, the Chief Probation Officer or the authorized designee shall notify the Board of State and Community Corrections in writing. In no event shall a suspension continue for more than 15 days without the approval of the Chairperson of the Board of State and Community Corrections for a time specified by the Chairperson (see the Emergency Suspension of Standards or Requirements attachment).

400.4 LOCKDOWN

Upon detecting any significant incident that threatens the security of the facility, such as a riot, power outage or hostage situation, staff members shall immediately notify Institutional Core Central Control (ICCC) and the Watch Commander. The Watch Commander may determine whether to order a partial or full lockdown of the facility and shall notify the Deputy Chief or the authorized designee as soon as practicable.

If a lockdown is ordered, all youth will be directed back to their housing areas. All youth in transit within the facility will either be escorted back to their housing areas or to another secure location. The Watch Commander should instruct staff members not directly involved in the lockdown to escort any visitors and nonessential contractors out of the facility.

A head count shall be immediately conducted for all youth, visitors, contractors, volunteers, and staff members. The Watch Commander shall be immediately notified of the status of the head count. If any person is unaccounted for, the Watch Commander shall direct an immediate search of the facility and notify the Chief Probation Officer or the authorized designee as soon as practicable.

All visitors and volunteers will be required to enter through the lobby and sign the visitor logbook when they enter and leave the facility. If the lobby is closed, the visitor logbook will be placed in a designated area for them to sign accordingly. ICCC shall log in all vehicles and the number of people in the vehicle. In the event the camera or speaker box is not working, the ICCC officer shall work with security officers to determine the number of people in the vehicle. When leaving the facility, the maintenance/contractor worker(s) shall call ICCC if the camera or speaker box is not working properly to inform them they are leaving the facility. The ICCC officer shall log that the maintenance/contractor(s) left the facility.

Lockdown shall not be used as a form of punishment. It is only intended to facilitate order and maintain security of the JJC.

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400.5 HUNGER STRIKE

Upon being made aware that one or more youth is engaging in a hunger strike, the staff member will notify the Watch Commander, who will notify the Chief Probation Officer or the authorized designee. The Chief Probation Officer or the authorized designee should evaluate the basis for the strike and seek an appropriate resolution.

The Chief Probation Officer or the authorized designee shall notify the youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) of the incident and periodically provide updates on the status of the youth.

400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

The Chief Probation Officer or the authorized designee shall notify the Medical Director to review, coordinate, and document any medical actions taken, based on protocols and/or at the direction of qualified health care professionals, in response to a hunger strike.

Qualified health care professionals shall monitor the health of any youth involved in a hunger strike and make recommendations to the Chief Probation Officer or the supervisory staff member responsible for oversight of the incident.

If a youth is engaging in a hunger strike due to a mental condition, the appropriate medical protocols for mental health will be followed.

400.5.2 RESPONSE TO HUNGER STRIKES

Beginning at the line staff member level, a resolution to grievances shall be sought at the lowest level. The Youth Grievances Policy shall guide staff members on resolving youth grievances.

If the hunger strike remains unresolved, the Chief Probation Officer or the authorized designee may direct the appropriate staff member to observe the room area, including trash containers, of the youth involved for evidence of food items and of food hoarding.

400.5.3 LEGAL GUIDANCE

If attempts to resolve the grievance are unsuccessful or not reasonably possible, the Chief Probation Officer shall consider consulting with legal resources as appropriate to develop other steps to resolve the issues.

400.6 RESPONSE TO DISTURBANCES

Staff members shall attempt to minimize the disruption to normal facility operations caused by a disturbance by attempting to isolate and contain the disturbance to the extent possible. Staff members when applicable shall immediately notify the Chief Probation Officer through the chain of command of the incident (15 CCR 1327).

400.6.1 NOTIFICATIONS

The Watch Commander shall notify the Chief Probation Officer or the authorized designee of the disturbance as soon as practicable through the chain of command.

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The Chief Probation Officer or the authorized designee shall notify the involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) as soon as practicable (15 CCR 1327).

400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

If medical action reasonably appears necessary, the Chief Probation Officer or the authorized designee shall notify the appropriate qualified health care professionals to review, coordinate, and document medical actions based on protocols and/or at the direction of the Medical Director (15 CCR 1327).

400.6.3 REPORTING

The Chief Probation Officer or the authorized designee shall order that an incident report be completed with the details of the disturbance no later than the end of the shift (see the Report Preparation Policy). If appropriate, a crime report shall be initiated, and prosecution sought (15 CCR 1327).

400.7 RIOTS

Riots occur when youth forcibly and/or violently take control, or disrupt in large numbers with violence or attempt to take control of any area within the Juvenile Justice Campus.

Staff members shall make reasonable attempts to prevent youth-on-youth violence but shall also take measures to avoid aggravating the problem and making the situation worse (15 CCR 1327).

400.7.1 RESPONSE TO RIOTS

Once the area of the disturbance is secured and isolated from other areas of the facility, time is generally on the side of officers. If possible, the process of quelling the disturbance should slow down so officers can develop response plans, ensure there are adequate facility personnel to effectively take the required actions, and ensure that responding officers are appropriately equipped with protective gear.

Officers shall evaluate their response given the totality of circumstances in any situation, but generally shall not enter the space where a riot is occurring until sufficient officers are present to safely suppress the riot. Nothing in this policy shall prohibit any staff member from assisting other staff members who are being assaulted.

Other housing units must be secured, with sufficient officers remaining at their posts to continue to supervise the unaffected units.

If officers are unable to contain, control, and resolve the riot, a request for assistance shall be made to the appropriate law enforcement agency (see the Mutual Aid section in this policy). The request shall be made by the Chief Probation Officer or the authorized designee. When the riot has been suppressed, all involved officers must immediately return to their assigned posts and normal operations should resume.

All youth who have participated in a riot shall be separated and secured as soon as practicable. If necessary, injured youth shall receive a medical evaluation and treatment. If an injured youth

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is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriff's Office shall be notified to investigate the matter (15 CCR 1327).

400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE

If necessary, a Watch Commander or the authorized designee should notify the qualified health care professionals and identify a staging area for medical emergency responders and for medical triage.

The Medical Director or the authorized designee shall be included in developing the response plan as it relates to the potential for a medical response, medical triage and treatment activities, and the safety and security of medical staff members during the incident (15 CCR 1327).

400.7.3 NOTIFICATIONS

As soon as practicable, the Watch Commander or a responsible officer shall notify the Chief Probation Officer or the authorized designee.

The Chief Probation Officer or the authorized designee shall notify any involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) (15 CCR 1327).

400.7.4 REPORTING

The Chief Probation Officer or the authorized designee shall order that a report be written detailing the incident by the end of the shift (see the Report Preparation Policy) unless approved by a supervisor to be completed at a later time (15 CCR 1327).

400.8 HOSTAGES

The Department does not recognize the taking of hostages as a reason to relinquish control of the Juvenile Justice Campus. Signage will be posted in the lobbies, and visiting area that JJC is a no hostage facility.

It is the policy of the Fresno County Probation Department to use all available resources reasonably necessary to bring about a successful end to a hostage situation (15 CCR 1327).

400.8.1 RESPONSE TO HOSTAGE INCIDENT

Institutional Core Central Control (ICCC) should immediately be notified at the earliest sign of a hostage incident. Institutional Core Central Control (ICCC) shall notify the Chief Probation Officer through the chain of command as soon as practicable.

The Chief Probation Officer or the authorized designee shall make every effort to ensure that the hostage incident remains confined to the smallest area possible. All door controls accessible to youth shall be disabled. Emergency exits that lead outside the secure perimeter shall be guarded (15 CCR 1327).

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400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

At the direction of the Watch Commander or the authorized designee, the qualified health care professionals shall be notified in order to identify a location and form a logistical plan for medical triage. The location also shall serve as a medical staging area for other medical emergency responders (15 CCR 1327).

400.8.3 HOSTAGE RESCUE

Communications with the hostage-taker should be established as soon as practicable. The Watch Commander or the authorized designee shall document, if known, the number of hostages, any demands, and any injuries. No promises or denials will be made until a hostage negotiator arrives on scene. Hostage-taker demands for officers to open doors will not be met. A hostage rescue team should be immediately summoned, and the established protocols for resolving the situation shall be implemented. The Chief Probation Officer or the authorized designee shall be consulted regarding decisions faced by the hostage rescue team (15 CCR 1327).

400.8.4 REPORTING

Following the conclusion of a hostage incident, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift (see the Report Preparation Policy) unless approved by as supervisor at a later time (15 CCR 1327).

400.9 ESCAPES

Upon being made aware that an escape may have occurred or did occur, the staff member shall notify the on-duty Watch Commander. The Watch Commander shall notify the Chief Probation Officer through the chain of command as soon as practicable.

Once the escape is verified and immediate actions have been taken inside the facility (e.g., lockdown), the Watch Commander should ensure that all local law enforcement agencies are notified (15 CCR 1327).

400.9.1 YOUTH COUNTS

As soon as the facility is fully locked down, a full youth head count should be taken.

All youth who are outside of the secure perimeter of the facility (e.g., court, work details) shall be located and identified. The identity of any missing youth shall be disclosed, and the youth's facility record shall be accessed by the Chief Probation Officer or the authorized designee (15 CCR 1327).

400.9.2 SEARCH

Concurrent with the lockdown, the area surrounding the facility shall be searched for the escapee. Areas where a youth may be hiding or may have discarded clothing shall be searched first. Any witnesses shall be interviewed.

Booking staff members will develop a flyer with the youth's name, description, latest picture, classification status, and charges, and supply it to other staff members and local law enforcement.

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Local law enforcement shall also be given the youth's last known address and a list of associates (15 CCR 1327).

400.9.3 REPORTING

Following the conclusion of an attempted escape or an escape, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift. The incident report shall focus on events and physical plant weaknesses that contributed to the escape (see the Report Preparation Policy). The Deputy Chief shall review the reports, interview involved parties, and develop action plans to minimize the risk of future occurrences (15 CCR 1327).

400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY

Upon being notified that Juvenile Justice Campus space will be needed in response to a civil disturbance, potentially involving mass arrests, the Watch Commander shall notify the Chief Probation Officer or the authorized designee (15 CCR 1327).

400.11 DEBRIEFING

All responding staff members, including medical responders, shall be debriefed, as determined by the Chief Probation Officer or the authorized designee, on serious facility emergencies as soon as practicable after the conclusion of the incident. The staff members shall examine the incident from the perspective of what worked, what actions were less than optimal, and how the response to a future incident might be improved. Depending on the degree of the situation, it may be necessary to bring in Mental Health professionals to help facilitate the debriefing to include any youth involved.

If appropriate, the details of the incident will be used to develop a training course for responding to facility disturbances. The goal of any debriefing process is continuous improvement. The debriefing shall be focused on the incident, an improved response, and systemic changes that may be required. A moderator shall ensure that no individual or group involved in the response is publicly ridiculed.

400.12 EMERGENCY HOUSING OF YOUTH

The Chief Probation Officer or the authorized designee shall develop a plan on the emergency housing of youth in the event of a full or partial evacuation of the facility. The plan shall address when youth should be housed in place, identification of alternate facilities and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies. This plan shall be reviewed at least annually and revised if necessary.

400.13 MUTUAL AID

The magnitude and anticipated duration of a facility emergency may necessitate interagency cooperation and coordination. The Deputy Chief shall ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated for the safe keeping and transportation of youth during the facility emergency and evacuation process (see the Emergency Evacuation Policy). For a large-scale emergency response, see the Emergency Evacuation Policy and Emergency Staffing Policy.

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When another agency requests assistance from this Department, the Deputy Chief or authorized designee may authorize, if available, an appropriate number of personnel to assist. Staff members are reminded that their actions when rendering assistance must conform with applicable laws and be consistent with the policies of this Department.

When mutual aid assistance is rendered, a report shall be prepared and submitted by the handling staff member unless otherwise directed by a supervisor (15 CCR 1327).

400.14 REVIEW OF EMERGENCY PROCEDURES

The Deputy Chief shall ensure that there is a review of emergency procedures at least annually (15 CCR 1327). This review shall be documented and placed in the staff member's JJC and Departmental training file. This review should also include the signatures or initials of the staff members responsible for the review. At a minimum, the review shall include:

- (a) Assignment of staff members to specific tasks in emergency situations.
- (b) Instructions for using the alarm systems and signals.
- (c) Systems for the notification of appropriate persons outside the facility.
- (d) Information on the location and use of emergency equipment in the facility.
- (e) Description of evacuation routes and procedures.

400.15 FIRE

This Department shall identify and conform to applicable federal, state, and/or local fire safety codes, and establish a process for creating, disseminating, and training all individuals in the facility on the emergency plans for fire safety and evacuation (see the Fire and Life-Safety Policy, Juvenile Detention Manual Policy, and Fire Safety Plan Policy).

400.16 NATURAL DISASTER

The Chief Probation Officer or the authorized designee shall be prepared to operate a safe and secure facility in the event of a natural disaster emergency.

400.17 OTHER TYPES OF EMERGENCIES

Facility emergencies that could negatively affect the good order of the facility and the safety of staff members, youth, contractors, volunteers, and visitors include but are not limited to an outbreak of infectious disease, a work stoppage or strike by staff members, and other disruptions. The Chief Probation Officer or the authorized designee shall be responsible for ensuring that an appropriate facility emergency plan exists for these types of emergencies.

400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT

The Chief Probation Officer or the authorized designee is responsible for scheduled and periodic testing of emergency power systems which are completed by the Internal Services Department.

All testing and inspections shall be documented, and the results included in a report to the Deputy Chief or the authorized designee.

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400.19 TRAINING

Officers shall review emergency procedures (See Emergency Procedures form located in the Department Case Management system) annually (15 CCR 1327). This facility will provide emergency preparedness training as part of orientation training for all staff members assigned to the facility.

On an annual basis emergency training shall occur for each shift. The assigned Watch Commander/Supervising Juvenile Correctional Officer shall document in the Watch Commander log as well as provide JJC Administration a memorandum/e-mail of what training occurred and retained in accordance with established records retention schedules.

400.20 REFERENCES

See Facilities Emergencies Procedure for additional guidance.

400.21 ISSUED DATE

- 04/17/2023



Exhibit C Fresno County Probation Department

Kirk Haynes, Chief Probation Officer



Fresno County Probation Department
3333 E. American Ave.
Fresno, CA 93725

Attn: Personnel
Phone: (559) 600-4825
Fax: (559) 600-1307

PROBATION VENDOR APPLICATION

FOR PROBATION PERSONNEL USE ONLY			
Local Records Check:	CLETS/DMV:	Fingerprints:	TB Test Results:

CONTACT INFORMATION (Print clearly in ink)

Name: (Last, First, MI) _____ Maiden or other name(s) used: _____

Address: (number & street) _____ City _____ State _____ Zip Code _____

Driver's License # _____ SS#: _____ DOB: _____ SEX: _____

Phone #: () _____ Email Address: _____

EMPLOYMENT

Name of Current Employer _____ Position/Title _____ How Long _____

Address: (number & street) _____ City, State, Zip Code _____ Phone# _____

PREA (Prison Rape Elimination ACT)

The Prison Rape Elimination Act (PREA) was passed in 2003. The purpose of the act is to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape."

- Will you be willing to abide by all **PREA** Standards, which will include an orientation/training Yes No
 o (Please note: Selecting "No" to the question above may result in the rejection of your application)
 o (If you answer "Yes" to any question below, please provide the date, offense, city/state & an explanation on a separate piece of paper and attach to this form)
- Have you ever been arrested for any crime(s) and/or arrested or convicted for sexual abuse, or any other sexual misconduct? Yes No
- Have you ever been investigated for sexual harassment? Yes No

Exhibit C

EMERGENCY CONTACTS

List any medical conditions you feel we should be aware of:

In case of an emergency, notify:

	Name	Telephone	Relationship
1			
2			

CONFIDENTIAL RELEASE OF INFORMATION

In addition to completing this form, the following steps **must** be done:

- You must provide recent TB test results (from within the past 6 months).
- You will be subject to a background check, which may include fingerprints.

I grant my permission for the Probation Department to make background, criminal, and vehicle record checks, which are standard procedures for all vendor applicants.

I certify that all statements made on this application are true to the best of my knowledge. I understand that untruthful and/or misleading answers are cause for rejection of my application.

Applicant's Signature

Date

Reviewer's Signature

Approved

Denied

Date

FOR OFFICE USE ONLY

JJC	Personnel	
Date received:	Date received:	Date ID issued:
Approved by:	Date sent to Administration:	ID issued to:
Date sent to Personnel:	Date applicant contacted:	Initials:
Notes:		

Exhibit D

Data Security

1. Definitions

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

A. **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.

B. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit D.

C. **“Director”** means the County’s Chief Probation Officer or their designee.

D. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

E. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.

F. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers,

Exhibit D

1 passwords or personal identification numbers (PINs), financial account numbers,
2 credit report information, answers to security questions, and other personal
3 identifiers); or (iii) is personal information within the meaning of California Civil Code
4 section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information
5 does not include publicly available information that is lawfully made available to the
6 general public from federal, state, or local government records.

7 G. **“Privacy Practices Complaint”** means a complaint received by the County relating
8 to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a
9 Security Breach. Such complaint shall have sufficient detail to enable the Contractor
10 to promptly investigate and take remedial action under this Exhibit D.

11 H. **“Security Safeguards”** means physical, technical, administrative or organizational
12 security procedures and practices put in place by the Contractor (or any Authorized
13 Persons) that relate to the protection of the security, confidentiality, value, or integrity
14 of Personal Information. Security Safeguards shall satisfy the minimal requirements
15 set forth in section 3(C) of this Exhibit D.

16 I. **“Security Breach”** means (i) any act or omission that compromises either the
17 security, confidentiality, value, or integrity of any Personal Information or the Security
18 Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss
19 or destruction of, or any corruption of or damage to, any Personal Information.

20 J. **“Use”** or any derivative of that word means to receive, acquire, collect, apply,
21 manipulate, employ, process, transmit, disseminate, access, store, disclose, or
22 dispose of Personal Information.

23 2. **Standard of Care**

24 A. The Contractor acknowledges that, in the course of its engagement by the County
25 under this Agreement, the Contractor, or any Authorized Persons, may Use Personal
26 Information only as permitted in this Agreement.

27 B. The Contractor acknowledges that Personal Information is deemed to be confidential
28 information of, or owned by, the County (or persons from whom the County receives

Exhibit D

1 or has received Personal Information) and is not confidential information of, or owned
2 or by, the Contractor, or any Authorized Persons. The Contractor further
3 acknowledges that all right, title, and interest in or to the Personal Information
4 remains in the County (or persons from whom the County receives or has received
5 Personal Information) regardless of the Contractor's, or any Authorized Person's,
6 Use of that Personal Information.

7 C. The Contractor agrees and covenants in favor of the County that the Contractor
8 shall:

- 9 i. keep and maintain all Personal Information in strict confidence, using such
10 degree of care under this section 2 as is reasonable and appropriate to avoid
11 a Security Breach;
- 12 ii. Use Personal Information exclusively for the purposes for which the Personal
13 Information is made accessible to the Contractor pursuant to the terms of this
14 Exhibit D;
- 15 iii. not Use, Disclose, sell, rent, license, or otherwise make available Personal
16 Information for the Contractor's own purposes or for the benefit of anyone
17 other than the County, without the County's express prior written consent,
18 which the County may give or withhold in its sole and absolute discretion;
19 and
- 20 iv. not, directly or indirectly, Disclose Personal Information to any person (an
21 "Unauthorized Third Party") other than Authorized Persons pursuant to this
22 Agreement, without the Director's express prior written consent.

23 D. Notwithstanding the foregoing paragraph, in any case in which the Contractor
24 believes it, or any Authorized Person, is required to disclose Personal Information to
25 government regulatory authorities, or pursuant to a legal proceeding, or otherwise as
26 may be required by applicable law, Contractor shall (i) immediately notify the County
27 of the specific demand for, and legal authority for the disclosure, including providing
28 County with a copy of any notice, discovery demand, subpoena, or order, as

Exhibit D

1 applicable, received by the Contractor, or any Authorized Person, from any
2 government regulatory authorities, or in relation to any legal proceeding, and (ii)
3 promptly notify the County before such Personal Information is offered by the
4 Contractor for such disclosure so that the County may have sufficient time to obtain a
5 court order or take any other action the County may deem necessary to protect the
6 Personal Information from such disclosure, and the Contractor shall cooperate with
7 the County to minimize the scope of such disclosure of such Personal Information.

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

11 3. Information Security

12 A. The Contractor covenants, represents and warrants to the County that the
13 Contractor's Use of Personal Information under this Agreement does and will at all
14 times comply with all applicable federal, state, and local, privacy and data protection
15 laws, as well as all other applicable regulations and directives, including but not
16 limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section
17 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code,
18 Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses
19 credit, debit or other payment cardholder information, the Contractor shall at all times
20 remain in compliance with the Payment Card Industry Data Security Standard ("PCI
21 DSS") requirements, including remaining aware at all times of changes to the PCI
22 DSS and promptly implementing and maintaining all procedures and practices as
23 may be necessary to remain in compliance with the PCI DSS, in each case, at the
24 Contractor's sole cost and expense.

25 B. The Contractor covenants, represents and warrants to the County that, as of the
26 effective date of this Agreement, the Contractor has not received notice of any
27 violation of any privacy or data protection laws, as well as any other applicable
28

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1 regulations or directives, and is not the subject of any pending legal action or
2 investigation by, any government regulatory authority regarding same.

3 C. Without limiting the Contractor's obligations under section 3(A) of this Exhibit D, the
4 Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous
5 than accepted industry practices and, at a minimum, include the following:

- 6 i. limiting Use of Personal Information strictly to the Contractor's and Authorized
7 Persons' technical and administrative personnel who are necessary for the
8 Contractor's, or Authorized Persons', Use of the Personal Information
9 pursuant to this Agreement;
- 10 ii. ensuring that all of the Contractor's connectivity to County computing
11 systems will only be through the County's security gateways and firewalls,
12 and only through security procedures approved upon the express prior written
13 consent of the Director;
- 14 iii. to the extent that they contain or provide access to Personal Information, (a)
15 securing business facilities, data centers, paper files, servers, back-up
16 systems and computing equipment, operating systems, and software
17 applications, including, but not limited to, all mobile devices and other
18 equipment, operating systems, and software applications with information
19 storage capability; (b) employing adequate controls and data security
20 measures, both internally and externally, to protect (1) the Personal
21 Information from potential loss or misappropriation, or unauthorized Use, and
22 (2) the County's operations from disruption and abuse; (c) having and
23 maintaining network, device application, database and platform security; (d)
24 maintaining authentication and access controls within media, computing
25 equipment, operating systems, and software applications; and (e) installing
26 and maintaining in all mobile, wireless, or handheld devices a secure internet
27 connection, having continuously updated anti-virus software protection and a
28

Exhibit D

1 remote wipe feature always enabled, all of which is subject to express prior
2 written consent of the Director;

3 iv. encrypting all Personal Information at advance encryption standards of
4 Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any
5 mobile devices, including but not limited to hard disks, portable storage
6 devices, or remote installation, or (b) transmitted over public or wireless
7 networks (the encrypted Personal Information must be subject to password or
8 pass phrase, and be stored on a secure server and transferred by means of a
9 Virtual Private Network (VPN) connection, or another type of secure
10 connection, all of which is subject to express prior written consent of the
11 Director);

12 v. strictly segregating Personal Information from all other information of the
13 Contractor, including any Authorized Person, or anyone with whom the
14 Contractor or any Authorized Person deals so that Personal Information is not
15 commingled with any other types of information;

16 vi. having a patch management process including installation of all operating
17 system and software vendor security patches;

18 vii. maintaining appropriate personnel security and integrity procedures and
19 practices, including, but not limited to, conducting background checks of
20 Authorized Employees consistent with applicable law; and

21 viii. providing appropriate privacy and information security training to Authorized
22 Employees.

23 D. During the term of each Authorized Employee's employment by the Contractor, the
24 Contractor shall cause such Authorized Employees to abide strictly by the
25 Contractor's obligations under this Exhibit D. The Contractor shall maintain a
26 disciplinary process to address any unauthorized Use of Personal Information by any
27 Authorized Employees.
28

Exhibit D

- 1 E. The Contractor shall, in a secure manner, backup daily, or more frequently if it is the
2 Contractor's practice to do so more frequently, Personal Information received from
3 the County, and the County shall have immediate, real time access, at all times, to
4 such backups via a secure, remote access connection provided by the Contractor,
5 through the Internet.
- 6 F. The Contractor shall provide the County with the name and contact information for
7 each Authorized Employee (including such Authorized Employee's work shift, and at
8 least one alternate Authorized Employee for each Authorized Employee during such
9 work shift) who shall serve as the County's primary security contact with the
10 Contractor and shall be available to assist the County twenty-four (24) hours per day,
11 seven (7) days per week as a contact in resolving the Contractor's and any
12 Authorized Persons' obligations associated with a Security Breach or a Privacy
13 Practices Complaint.
- 14 G. The Contractor shall not knowingly include or authorize any Trojan Horse, back door,
15 time bomb, drop dead device, worm, virus, or other code of any kind that may
16 disable, erase, display any unauthorized message within, or otherwise impair any
17 County computing system, with or without the intent to cause harm.

18 4. **Security Breach Procedures**

- 19 A. Immediately upon the Contractor's awareness or reasonable belief of a Security
20 Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice
21 to be given first by telephone at the following telephone number, followed promptly
22 by email at the following email addresses and telephone numbers:
23 incidents@fresnocountyca.gov, (559) 600-5900, and
24 ProbationContracts@fresnocountyca.gov (which telephone number and email
25 address the County may update by providing notice to the Contractor), and (ii)
26 preserve all relevant evidence (and cause any affected Authorized Person to
27 preserve all relevant evidence) relating to the Security Breach. The notification shall
28 include, to the extent reasonably possible, the identification of each type and the

Exhibit D

1 extent of Personal Information that has been, or is reasonably believed to have been,
2 breached, including but not limited to, compromised, or subjected to unauthorized
3 Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

4 B. Immediately following the Contractor's notification to the County of a Security
5 Breach, as provided pursuant to section 4(A) of this Exhibit D, the Parties shall
6 coordinate with each other to investigate the Security Breach. The Contractor agrees
7 to fully cooperate with the County, including, without limitation:

- 8 i. assisting the County in conducting any investigation;
- 9 ii. providing the County with physical access to the facilities and operations
10 affected;
- 11 iii. facilitating interviews with Authorized Persons and any of the Contractor's
12 other employees knowledgeable of the matter; and
- 13 iv. making available all relevant records, logs, files, data reporting and other
14 materials required to comply with applicable law, regulation, industry
15 standards, or as otherwise reasonably required by the County.

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

21 C. County shall promptly notify the Contractor of the Director's knowledge, or
22 reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's
23 receipt of that notification, the Contractor shall promptly address such Privacy
24 Practices Complaint, including taking any corrective action under this Exhibit D, all at
25 the Contractor's sole expense, in accordance with applicable privacy rights, laws,
26 regulations and standards. In the event the Contractor discovers a Security Breach,
27 the Contractor shall treat the Privacy Practices Complaint as a Security Breach.
28 Within 24 hours of the Contractor's receipt of notification of such Privacy Practices

Exhibit D

1 Complaint, the Contractor shall notify the County whether the matter is a Security
2 Breach, or otherwise has been corrected and the manner of correction, or
3 determined not to require corrective action and the reason for that determination.

4 D. The Contractor shall take prompt corrective action to respond to and remedy any
5 Security Breach and take mitigating actions, including but not limiting to, preventing
6 any reoccurrence of the Security Breach and correcting any deficiency in Security
7 Safeguards as a result of such incident, all at the Contractor's sole expense, in
8 accordance with applicable privacy rights, laws, regulations and standards. The
9 Contractor shall reimburse the County for all reasonable costs incurred by the
10 County in responding to, and mitigating damages caused by, any Security Breach,
11 including all costs of the County incurred relation to any litigation or other action
12 described section 4(E) of this Exhibit D.

13 E. The Contractor agrees to cooperate, at its sole expense, with the County in any
14 litigation or other action to protect the County's rights relating to Personal
15 Information, including the rights of persons from whom the County receives Personal
16 Information.

17 5. Oversight of Security Compliance

18 A. The Contractor shall have and maintain a written information security policy that
19 specifies Security Safeguards appropriate to the size and complexity of the
20 Contractor's operations and the nature and scope of its activities.

21 B. Upon the County's written request, to confirm the Contractor's compliance with this
22 Exhibit D, as well as any applicable laws, regulations and industry standards, the
23 Contractor grants the County or, upon the County's election, a third party on the
24 County's behalf, permission to perform an assessment, audit, examination or review
25 of all controls in the Contractor's physical and technical environment in relation to all
26 Personal Information that is Used by the Contractor pursuant to this Agreement. The
27 Contractor shall fully cooperate with such assessment, audit or examination, as
28 applicable, by providing the County or the third party on the County's behalf, access

Exhibit D

1 to all Authorized Employees and other knowledgeable personnel, physical premises,
2 documentation, infrastructure and application software that is Used by the Contractor
3 for Personal Information pursuant to this Agreement. In addition, the Contractor shall
4 provide the County with the results of any audit by or on behalf of the Contractor that
5 assesses the effectiveness of the Contractor's information security program as
6 relevant to the security and confidentiality of Personal Information Used by the
7 Contractor or Authorized Persons during the course of this Agreement under this
8 Exhibit D.

9 C. The Contractor shall ensure that all Authorized Persons who Use Personal
10 Information agree to the same restrictions and conditions in this Exhibit D. that apply
11 to the Contractor with respect to such Personal Information by incorporating the
12 relevant provisions of these provisions into a valid and binding written agreement
13 between the Contractor and such Authorized Persons, or amending any written
14 agreements to provide same.

15 6. **Return or Destruction of Personal Information.** Upon the termination of this
16 Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly
17 return to the County all Personal Information, whether in written, electronic or other form
18 or media, in its possession or the possession of such Authorized Persons, in a machine
19 readable form used by the County at the time of such return, or upon the express prior
20 written consent of the Director, securely destroy all such Personal Information, and
21 certify in writing to the County that such Personal Information have been returned to the
22 County or disposed of securely, as applicable. If the Contractor is authorized to dispose
23 of any such Personal Information, as provided in this Exhibit D, such certification shall
24 state the date, time, and manner (including standard) of disposal and by whom,
25 specifying the title of the individual. The Contractor shall comply with all reasonable
26 directions provided by the Director with respect to the return or disposal of Personal
27 Information and copies of Personal Information. If return or disposal of such Personal
28 Information or copies of Personal Information is not feasible, the Contractor shall notify

Exhibit D

1 the County according, specifying the reason, and continue to extend the protections of
2 this Exhibit D to all such Personal Information and copies of Personal Information. The
3 Contractor shall not retain any copy of any Personal Information after returning or
4 disposing of Personal Information as required by this section 6. The Contractor's
5 obligations under this section 6 survive the termination of this Agreement and apply to all
6 Personal Information that the Contractor retains if return or disposal is not feasible and
7 to all Personal Information that the Contractor may later discover.

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

17 8. **Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its
18 officers, employees, and agents, (each, a "**County Indemnitee**") from and against any
19 and all infringement of intellectual property including, but not limited to infringement of
20 copyright, trademark, and trade dress, invasion of privacy, information theft, and
21 extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of,
22 or any corruption of or damage to, Personal Information, Security Breach response and
23 remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities,
24 deficiencies, actions, judgments, interest, awards, fines and penalties (including
25 regulatory fines and penalties), costs or expenses of whatever kind, including attorneys'
26 fees and costs, the cost of enforcing any right to indemnification or defense under this
27 Exhibit D and the cost of pursuing any insurance providers, arising out of or resulting
28 from any third party claim or action against any County Indemnitee in relation to the

Exhibit D

1 Contractor's, its officers, employees, or agents, or any Authorized Employee's or
2 Authorized Person's, performance or failure to perform under this Exhibit D or arising out
3 of or resulting from the Contractor's failure to comply with any of its obligations under
4 this section 8. The provisions of this section 8 do not apply to the acts or omissions of
5 the County. The provisions of this section 8 are cumulative to any other obligation of the
6 Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this
7 Agreement. The provisions of this section 8 shall survive the termination of this
8 Agreement.

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

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

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

ORGANIZATION: Focus Forward
SERVICES: Community Based Least Restrictive Placement Programming
CONTRACT PERIOD: Year 1

Program - Budget Categories		
Category	Amount	Budget Narrative/Justification: <i>Briefly explain how the cost was calculated and why it's necessary.</i>
Salaries		
1 FTE Master Level SW	\$ 58,240	Lead case manager, Individual Rehabilitation Plan (IRP), Child & Adolescent Needs and Strengths (CANS), 6-month reviews, DPO/partner coordination, barrier removal; Estimated at \$28/hr for 40 hrs/wk and 52 wks/year
1 FTE Master Level SW	\$ 58,240	Lead case manager, Individual Rehabilitation Plan (IRP), Child & Adolescent Needs and Strengths (CANS), 6-month reviews, DPO/partner coordination, barrier removal; Estimated at \$28/hr for 40 hrs/wk and 52 wks/year
0.5 FTE Life Experience Mentor	\$ 20,800	Weekly contact with in-custody youth, work the plan, peer groups; Estimated at \$20/hr for 20 hrs/wk and 52 wks/year; no health benefits
0.5 FTE Life Experience Mentor	\$ 20,800	Weekly contact with in-custody youth, work the plan, peer groups; Estimated at \$20/hr for 20 hrs/wk and 52 wks/year; no health benefits
0.5 FTE Family Advocate SW	\$ 22,880	Family reunification, coparenting, reproductive health, extended long-term parenting; Estimated at \$22/hr for 20 hrs/wk and 52 wks/year
1 FTE Coordinator Master Level	\$ 68,640	Staff Supervisor responsible for budget and contract management, reporting, and training. Exempt salary to respond to crisis as needed
.10 FTE Director of Programs	\$ 7,500	Time toward project to supervise and assist Program Coordinator, support team and implement project
COLA Salaries	\$ 2,571	Cost of Living Adjustment for staff; based on 2% increase
Focus Forward Youth Trainees	\$ 26,730	Youth Trainee program for 5 clients; based on \$16.50/hr for 18 hrs/wk and 18 wks/year
Subtotal Salaries	\$ 286,401.00	
Benefits		
OASDI	\$ 16,100	Old Age, Survivors, and Disability Insurance Tax; Calculated at 6.2% of Salaries
Medicare	\$ 3,765	US Federal health insurance Tax; Calculated at 14.5% of Salaries
Unemployment Insurance	\$ 837	Unemployment Insurance Tax; Calculated at 2.6% of first \$7K in Salaries
Health Insurance	\$ 18,104	Estimated Health insurance for staff; using average of \$496/month
Retirement	\$ 10,387	Retirement plan for staff; Calculated at 4% of Salaries
Worker's Compensation	\$ 2,197	Workers compensation tax; Calculated at \$0.84/\$100 in salaries
COLA Benefits	\$ 337	Cost of Living Adjustment for staff with benefits; based on 2% increase
Focus Forward Youth Trainees	\$ 3,179	Taxes for Youth Trainees
Subtotal Benefits	\$ 54,906	
Total Salaries & Benefits	\$ 341,307	
Operational		
Staff Development & Training	\$ 10,000	For staff to bridge skills and effectiveness for the services provided; Includes local and out-of-town training and conference fees
Telecommunication	\$ 3,600	For communication with team and clients ensuring confidentiality; \$50/month/12 mos.
Office Supplies	\$ 3,600	For allotment of office expenses, small equipment, furnishings, computer software and accessories; \$300/mo.
Facility Expenses	\$ 32,400	Est. monthly costs for rent (\$2000), building maintenance (\$150), security (\$50), internet and utilities (\$500), 12 mos.
Payroll Expense	\$ 864	Estimated yearly cost for processing payroll for employees; \$72/mo for all 6 staff, 12 mos.
Liability Insurance	\$ 3,800	Portion of insurance expense for all policies required by project
Subtotal Operational	\$ 54,264	
Equipment		
Laptop & Accessories	\$ 5,100	Laptops, bags, chargers, mouse for 6 staff; estimated at \$500/laptop, \$350 for accessories
Office Furniture	\$ 11,400	Desks, chairs, conference tables, cabinets, printers etc. for employees needs
Computer Lab	\$ 10,000	Computer, tables, chairs and other supplies for youth computer lab
Tattoo Removal Equipment	\$ 600	One-time expense for barber chair, table, and stool (room setup for tattoo removal)
Subtotal Equipment	\$ 27,100	
Travel		
Mileage	\$ 7,560	Mileage reimbursement at federal standard of \$.70/mile; 150miles/staff/month
Out of Town travel	\$ 9,200	Lodging, per diem, and transportation costs for out-of-town trainings and/or conferences
Subtotal Travel	\$ 16,760	
Direct Youth Financial Assistance		
Housing Support	\$ 20,000	To help youth secure housing; deposits, rent/utility costs, etc.; Est. \$2000/client., 10 clients; including housing coalition membership (i.e. FMCoC)
Transportation Support	\$ 70,000	Lyft rides, bus passes, gas card, etc. barrier removal; Est. \$200/mo/client, 10 mos, 35 clients
Employment/Education Support	\$ 40,250	Workforce and education needs (i.e. interview clothing, tools/equip., certifications, school fees, laptops, etc.); Est. \$115/mo/client, 10 mos, 35 clients
Basic Needs	\$ 35,000	Remove barriers with basic needs (food, clothing, personal hygiene items, etc.); Est. \$100/mo/client, 10 mos, 35 clients
Miscellaneous Support	\$ 6,000	Diverse support for clients, (i.e. translation/interpretation, baby supplies, notary, etc.); Est. \$600/month, 10 mos.
Subtotal Direct Client Financial Assistance	\$ 171,250	
Other		
Tattoo Removal yearly	\$ 26,000.0	Tattoo removal for clients w/New Skin Tattoo Removal; \$2600/mo., 10 mos.
Program Supplies	\$ 1,800.0	Supplies that will be provided to help with programs; \$150/mo.
Restorative Programming Subcontract	\$ 7,500.0	Subcontract with Reintegration Academy \$1500/youth, 5 youth/year
Prosocial Activities	\$ 4,000.0	Activities that are social and positive to help reentry into society; \$500/event, 4/year
Subtotal Other	\$ 39,300.0	
Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime		

Exhibit E

Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime	\$	51,196	Indirect costs for programs; operations; administration
Subtotal Indirect Cost	\$	51,196	
Total	\$	701,177	

Exhibit E

ORGANIZATION: Focus Forward
SERVICES: Community Based Least Restrictive Placement Programming
CONTRACT PERIOD: Year 2

Program - Budget Categories		
Category	Amount	Budget Narrative/Justification: <i>Briefly explain how the cost was calculated and why it's necessary.</i>
Salaries		
1 FTE Master Level SW	\$ 60,570	Lead case manager, Individual Rehabilitation Plan (IRP), Child & Adolescent Needs and Strengths (CANS), 6-month reviews, DPO/partner coordination, barrier removal; Estimated with 4% increase over prior year
1 FTE Master Level SW	\$ 60,570	Lead case manager, Individual Rehabilitation Plan (IRP), Child & Adolescent Needs and Strengths (CANS), 6-month reviews, DPO/partner coordination, barrier removal; Estimated with 4% increase over prior year
0.5 FTE Life Experience Mentor	\$ 21,632	Weekly contact, work the plan, peer groups; Estimated at 4% over prior year
0.5 FTE Life Experience Mentor	\$ 21,632	Weekly contact, work the plan, peer groups; Estimated at 4% over prior year
0.5 FTE Family Advocate SW	\$ 23,795	Family reunification, coparenting, reproductive health, extended long-term parenting; Estimated at 4% over prior year
1 FTE Coordinator Master Level	\$ 71,386	Staff Supervisor responsible for budget and contract management, reporting, and training; Estimated at 4% over prior year
.10 FTE Director of Programs	\$ 7,800	Time toward project to supervise and assist Program Coordinator, support team and implement project; Estimated at 4% over prior year
COLA Salaries	\$ 5,348	Cost of Living Adjustment for staff; based on 2% increase
Focus Forward Youth Trainees	\$ 26,730	Youth Trainee program for 5 clients; based on \$16.50/hr for 18 hrs/wk and 18 wks/year
Subtotal Salaries	\$ 299,462	
Benefits		
OASDI	\$ 16,909	Old Age, Survivors, and Disability Insurance Tax; Calculated at 6.2% of Salaries
Medicare	\$ 3,955	US Federal health insurance Tax; Calculated at 14.5% of Salaries
Unemployment Insurance	\$ 837	Unemployment Insurance Tax; Calculated at 2.6% of first \$7K in Salaries
Health Insurance	\$ 18,466	Estimated Health insurance for staff; using average of \$496/month
Retirement	\$ 10,909	Retirement plan for staff; Calculated at 4% of Salaries
Worker's Compensation	\$ 2,324	Workers compensation tax; Calculated at \$0.84/\$100 in salaries
COLA Benefits	\$ 701	Cost of Living Adjustment for staff with benefits; based on 2% addition of salaries
Focus Forward Youth Trainees	\$ 3,179	Taxes for Youth Trainees
Subtotal Benefits	\$ 57,280	
Total Salaries & Benefits	\$ 356,742	
Operational		
Staff Development & Training	\$ 11,350	For staff to bridge skills and effectiveness for the services provided; increased by 2%
Telecommunication	\$ 3,672	For communication with team and clients ensuring confidentiality; increased by 2%
Office Supplies	\$ 3,672	For allotment of office expenses, small equipment, furnishings, computer software and accessories; increased by 2%
Facilities Expenses	\$ 33,372	Monthly costs for rent, building maintenance, security, internet and utilities, 3% increase over LY
Payroll Expenses	\$ 1,381	Estimated yearly cost for providing payroll for employees; increased by 2% and share of HR compliance
Liability Insurance	\$ 3,914	Portion of insurance expense for all policies required by project; increased by 2%
Subtotal Operational	\$ 57,361	
Equipment		
Office Equipment	\$ 10,000	Equipment to be added or replaced for the organization and program needs
Subtotal Equipment	\$ 10,000	
Travel		
Mileage	\$ 7,560	Mileage reimbursement at federal standard of \$.70/mile; 150miles/staff/month
Out of Town travel	\$ 15,000	Lodging; per diem; transportation for out-of-town training and/or conferences
Subtotal Travel	\$ 22,560	
Direct Youth Financial Assistance		
Housing Support	\$ 20,000	To help youth secure housing; deposits, rent/utility costs, etc.; Est. \$2000/client., 10 clients; including housing coalition membership (i.e. FMCoC)
Transportation Support	\$ 84,000	Lyft rides, bus passes, gas card, etc. barrier removal; Est. \$200/mo/client, 12 mos, 35 clients
Employment/Education Support	\$ 49,560	Workforce and education needs (i.e. interview clothing, tools/equip., certifications, school fees, laptops, etc.); Est. \$118/mo/client, 12 mos, 35 clients
Basic Needs	\$ 42,000	Remove barriers with basic needs (food, clothing, personal hygiene items, etc.); Est. \$100/mo/client, 12 mos, 35 clients
Miscellaneous Support	\$ 5,250	Diverse support for clients, (i.e. translation/interpretation, baby supplies, notary, etc.); Est. \$150/client, 35 clients
Subtotal Direct Client Financial Assistance	\$ 200,810	
Other		
Tattoo Removal yearly	\$ 31,200	Tattoo removal for clients w/New Skin Tattoo Removal; \$2600/mo., 12 mos.
Program Supplies	\$ 1,836	Supplies that will be provided to help with programs; increased by 2%
Restorative Programming Subcontract	\$ 7,500	Subcontract with Reintegration Academy \$1500/youth, 5 youth/year
Prosocial Activities	\$ 4,080	Activities that are social and positive to help reentry into society; increased by 2%
Subtotal Other	\$ 44,616	
Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime		
Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime	\$ 53,511	Indirect costs for programs; operations; administration
Subtotal Indirect Cost	\$ 53,511	
Total	\$ 745,600	

Exhibit E

ORGANIZATION: Focus Forward
 SERVICES: Community Based Least Restrictive Placement Programming
 CONTRACT PERIOD: Optional 6-Month Renewal

Program - Budget Categories		
Category	Amount	Budget Narrative/Justification: <i>Briefly explain how the cost was calculated and why it's necessary.</i>
Salaries		
1 FTE Master Level SW	\$ 31,496	Lead case manager, quarter review, case plan, DPO and partner coordination; Estimated for 6 mos. with 4% increase over prior year
1 FTE Master Level SW	\$ 31,496	Lead case manager, quarter review, case plan, DPO and partner coordination; Estimated for 6 mos. with 4% increase over prior year
0.5 FTE Life Experience Mentor	\$ 11,249	Weekly contact, work the plan, etc. peer groups; Estimated for 6 mos. with 4% increase over prior year
0.5 FTE Life Experience Mentor	\$ 11,249	Weekly contact, work the plan, etc. peer groups; Estimated for 6 mos. with 4% increase over prior year
.5 FTE Family Advocate SW	\$ 12,374	Family reunification, coparenting, reproductive health, extended long-term parenting; Estimated for 6 mos. with 4% increase over prior year
1 Coordinator Master Level	\$ 37,121	Staff Supervisor responsible for budget and contract management, reporting, and training; Estimated for 6 mos. with 4% increase over prior year
.10 FTE Director of Programs	\$ 4,056	Time toward project to supervise and assist Program Coordinator, support team and implement project; Estimated for 6 mos. at 4% over prior year
COLA Salaries	\$ 2,781	Cost of Living Adjustment for staff; based on 2% addition
Focus Forward Youth Trainees	\$ 10,692	Youth Trainee program for 2 clients; based on \$16.50/hr for 18 hrs/wk and 18 wks/year
Subtotal Salaries	\$ 152,512	
Benefits		
OASDI	\$ 8,793	Old Age, Survivors, and Disability Insurance Tax; Calculated at 6.2% of Salaries
Medicare	\$ 2,056	US Federal health insurance Tax; Calculated at 14.5% of Salaries
Unemployment Insurance	\$ 837	Unemployment Insurance Tax; Calculated at 2.6% of Salaries
Health Insurance	\$ 9,420	Estimated Health insurance for staff; using a variable of \$496.00 per month
Retirement	\$ 5,673	Retirement plan for staff; Calculated at 4% of Salaries
Worker's Compensation	\$ 1,208	Workers compensation tax; Calculated at 8.4% of salaries
COLA Benefits	\$ 364	Cost of Living Adjustment for staff with benefits; based on 2% addition of salaries
Focus Forward Youth Trainees	\$ 681	Taxes for Youth Trainees
Subtotal Benefits	\$ 29,033	
Total Salaries & Benefits	\$ 181,545	
Operational		
Staff Development & Training	\$ 5,000	For staff to bridge skills and effectiveness for the services provided; Half of prior year cost
Telecommunication	\$ 1,800	For communication with team and clients ensuring confidentiality; \$50/mo, 6 mos.
Office Supplies	\$ 1,800	For allotment of office expenses, small equipment, furnishings, computer software and accessories; \$300/mo.
Facility Expenses	\$ 17,187	Monthly costs for rent, building maintenance, security, internet and utilities, 3% inc. over LY
Payroll Expense	\$ 682	Estimated yearly cost for processing payroll for employees; \$72/mo for all 6 staff, 6 mos.
Liability Insurance	\$ 1,900	General insurance system of risk financing for organization; Half of prior year cost
Subtotal Operational	\$ 28,369	
Equipment		
Office Equipment	\$ 2,500	Equipment to be added or replaced for the organization and program needs
Subtotal Equipment	\$ 2,500	
Travel		
Mileage	\$ 3,780	Mileage reimbursement at federal standard of \$.70/mile; 150miles/staff/month
Subtotal Travel	\$ 3,780	
Direct Youth Financial Assistance		
Housing Support	\$ 10,000	To help youth secure housing; deposits, rent/utility costs, etc.; Est. \$2000/client., 5 clients; including housing coalition membership (i.e. FMCoC)
Transportation Support	\$ 42,000	Lyft rides, bus passes, gas card, etc. barrier removal; Est. \$200/mo/client, 6 mos, 35 clients
Employment/Education Support	\$ 24,150	Workforce and education needs (i.e. interview clothing, tools/equip., certifications, school fees, laptops, etc.); Est. \$115/mo/client, 6 mos, 35 clients
Basic Needs	\$ 21,000	Remove barriers with basic needs (food, clothing, personal hygiene items, etc.); Est. \$100/mo/client, 6 mos, 35 clients
Miscellaneous Support	\$ 3,650	Diverse support for clients, (i.e. translation/interpretation, baby supplies, notary, etc.); Est. \$182.5/client, 20
Subtotal Direct Client Financial Assistance	\$ 100,800	
Other		
Tattoo Removal Yearly	\$ 15,600	Tattoo removal for clients w/New Skin Tattoo Removal; \$2600/mo., 6 mos.
Program Supplies	\$ 900	Supplies that will be provided to help with programs; \$150/mo.
Restorative Programming Subcontract	\$ 3,000	Subcontract with Reintegration Academy \$1500/youth, 2 youth/year
Prosocial Activities	\$ 2,000	Activities that are social and positive to help reentry into society; \$500/activity, 4 total
Subtotal Other	\$ 21,500	
Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime		
Indirect Cost *not to exceed 15% of total salaries and benefits minus overtime	\$ 27,232	Indirect costs for programs; operations; administration
Subtotal Indirect Cost	\$ 27,232	
Total	\$ 365,726	

Exhibit F

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) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement.
 - (i) Coverage must include full replacement value.
 - (ii) Contractor must name the County as an Additional Loss Payee.

Exhibit F

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

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

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement and ProbationContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

Exhibit F

shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The 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

Exhibit F

Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

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

Exhibit G

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 G

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