

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated September 9, 2025 and is between, Central Valley Justice Coalition (CVJC) a California non-profit whose address is 764 P Street, Suite 012, Fresno CA 93721 ("Contractor") and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County desires to enter into an agreement with Contractor for the provision of supportive services and education of harm reduction tools to youth impacted by human trafficking and youth at-risk of human trafficking, including victims of both sexual trafficking and/or labor trafficking. In addition, Contractor will provide training and consultation to DSS social work staff.

B. County issued Request for Proposal (RFP) No. 25-065 for Human Trafficking Support Services, dated March 3, 2025, Addendum No. One (1), dated March 25, 2025 and Addendum No. Two (2), dated March 27, 2025 hereinafter collectively referred to as County's RFP 25-065. Contractor responded to County RFP 25-065 and was selected to provide services in accordance with the RFP and Contractor's response.

C. In the event of any inconsistency among the documents described under "Recitals" Paragraph A. and B. herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) to County's RFP 25-065; and 3) to Contractor's response to RFP. A copy of County's RFP 25-065 and Contractor's response shall be retained and made available during the term of this Agreement by the Department of Social Services (DSS).

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and program expenses detailed in Exhibit B, titled "Compensation."

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

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

Article 2

County's Responsibilities

2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled "Scope of Services."

Article 3

Compensation, Invoices, and Payments

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

3.2 The services provided by the Contractor under this Agreement are funded in whole or in part by the State of California and/or the United States Federal government. In the event that funding for these services is delayed by the State Controller or the Federal government, the County may defer payment to the Contractor. The amount of the deferred payment shall not exceed the amount of funding delayed to the County. The period of time of the deferral by the County shall not exceed the period of time of the State Controller's or Federal government's delay of payment to County plus forty-five (45) days.

3.3 To the extent permitted by State and Federal rules and regulations, advanced payment of up to ten percent (10%) of the maximum compensation under this Agreement may be requested of County by Subrecipient. Advance payments shall be limited to implementation costs for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of County's DSS Director or designee. If advanced payment occurs, the amount of

the advanced payment shall be deducted in equal installments from claims submitted during the seventh through twelfth months of this Agreement.

3.4 **Maximum Compensation.** In no event shall compensation paid for services performed under this Agreement be in excess of one million, two hundred and two thousand, fifty-five dollars (\$1,202,055) during the term of this Agreement. For the period of September 9, 2025 through June 30, 2026, in no event shall compensation paid for services performed under this agreement be in excess of two hundred and two thousand, fifty five dollars (\$202,055). For the period of July 1, 2026 through June 30, 2027, in no event shall compensation paid for the services performed under this Agreement be in excess of two hundred and fifty thousand dollars (\$250,000). For the period of July 1, 2027 through June 30, 2028, in no event shall compensation for these services performed under this Agreement be in excess of two hundred and fifty thousand dollars (\$250,000). For the optional twelve (12) month extension for the period of July 1, 2028 through June 30, 2029, in no event shall compensation paid for services performed under this Agreement be in excess of two hundred and fifty thousand dollars (\$250,000). For the optional twelve (12) month extension for the period of July 1, 2029 through June 30, 2030, in no event shall compensation paid for services performed under this Agreement be in excess of two hundred and fifty thousand dollars (\$250,000).

3.5 The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.6 **Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst to: DSSInvoices@fresnocountyca.gov. The Contractor shall submit each invoice within 30 days following the month in which expenses were incurred and services rendered, and in any case within 60 days after the end of the term or termination of this Agreement. Contractor shall

submit invoices to the County each month with a detailed general ledger (GL), itemizing costs incurred in the previous month, along with supporting documentation of costs. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance, as further described in Section 3.7 herein. Supporting documentation shall include but is not limited to receipts, invoices received, and documented administrative / overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by County's DSS. Proof of payment may be required for certain funding streams and will be made available by the Contractor as requested by the County.

3.7 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or detail, County's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or email correspondence to Contractor. The County shall remit any payment to the Contractor's address specified in the invoice.

3.8 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on September 9, 2025, and terminates on June 30, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The County's DSS Director or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or

1 compromise of any default or breach of this Agreement by the Contractor existing at the time of
2 the extension whether or not known to the County.

3 **Article 5**

4 **Notices**

5 5.1 **Contact Information.** The persons and their addresses having authority to give and
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Director of Department of Social Services
9 County of Fresno
10 PO Box 1912
11 Fresno, CA 93718-1912

12 **For the Contractor:**

13 Executive Director
14 Central Valley Justice Coalition
15 P.O. Box 6099
16 Fresno, CA 93703

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
23 Document Format (PDF) document attached to an email.

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

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

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

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

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

Article 6

Termination and Suspension

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

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

6.2 Termination for Breach.

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

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

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

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
(4) Improperly performed any of its obligations under this Agreement.

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

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

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

Article 7

Independent Contractor

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

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

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

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

Article 8

Indemnity and Defense

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

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

Article 9

Insurance

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

Article 10

Inspections, Audits, Record Maintenance, and Public Records

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

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

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

3 **10.3 Single Audit Clause.** If Contractor expends Seven Hundred Fifty Thousand Dollars
4 (\$750,000) or more in Federal and Federal flow-through monies annually, Contractor agrees to
5 conduct an annual audit in accordance with the requirements of the Single Audit Standards as
6 set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations
7 Part 200. Contractor shall submit said audit and management letter to County. The audit must
8 include a statement of findings or a statement that there were no findings. If there were negative
9 findings, Contractor must include a corrective action signed by an authorized individual.
10 Contractor agrees to take action to correct any material non-compliance or weakness found as
11 a result of such audit. Such audit shall be delivered to County's DSS, Administration, for review
12 within nine (9) months of the end of any fiscal year in which funds were expended and/or
13 received for the program. Failure to perform the requisite audit functions as required by this
14 Agreement may result in County performing the necessary audit tasks, or at County's option,
15 contracting with a public accountant to perform said audit, or, may result in the inability of
16 County to enter into future agreements with Contractor. All audit costs related to this Agreement
17 are the sole responsibility of Contractor.

18 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
19 Contractor's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars
20 (\$750,000) requirement or Contractor's funding is through Drug related Medi-Cal. If a single
21 audit is not applicable, a program audit must be performed and a program audit report with
22 management letter shall be submitted by Contractor to County as a minimum requirement to
23 attest to Contractor's solvency. Said audit report shall be delivered to County's DSS,
24 Administration, for review no later than nine (9) months after the close of the fiscal year in which
25 the funds supplied through this Agreement are expended. Failure to comply with this Act may
26 result in County performing the necessary audit tasks or contracting with a qualified accountant
27 to perform said audit. All audit costs related to this Agreement are the sole responsibility of
28 Contractor who agrees to take corrective action to eliminate any material noncompliance or

1 weakness found as a result of such audit. Audit work performed by County under this paragraph
2 shall be billed to the Contractor at County cost, as determined by County's Auditor-
3 Controller/Treasurer-Tax Collector.

4 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
5 records in accordance with those requirements prescribed by County, with respect to all matters
6 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
7 files for services performed under this Agreement for at least five (5) years from date of final
8 payment under this Agreement or until all State and Federal audits are completed for that fiscal
9 year, whichever is later.

10 (A) Cost Documentation. Contractor agrees to maintain records to verify costs under
11 this Agreement including a General Ledger, properly executed payrolls, time records,
12 invoices, vouchers, orders, proof of payment, and any other accounting documents
13 pertaining in whole or in part to this Agreement and they shall be clearly identified and
14 readily accessible. The support documentation must indicate the line budget account
15 number to which the cost is charged.

16 (B) Service Documentation. Contractor agrees to maintain records to verify services
17 under this Agreement including names and addresses of clients served, if applicable,
18 and the dates of service and a description of services provided on each occasion. These
19 records and any other documents pertaining in whole or in part to this Agreement shall
20 be clearly identified and readily accessible.

21 (C) County shall notify Contractor in writing within thirty (30) days of any potential
22 State or Federal audit exception discovered during an examination. Where findings
23 indicate that program requirements are not being met and State or Federal participation
24 in this program may be imperiled in the event that corrections are not accomplished by
25 Contractor within thirty (30) days of receipt of such notice from County, written
26 notification thereof shall constitute County's intent to terminate this Agreement.

27 **10.6 Public Records.** The County is not limited in any manner with respect to its public
28 disclosure of this Agreement or any record or data that the Contractor may provide to the

1 County. The County's public disclosure of this Agreement or any record or data that the
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

25 (G) Notwithstanding sections A-F above, any information protected by law shall not
26 be subject to public disclosure.

27 **10.7 Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

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

21 **Article 11**

22 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

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

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

1 authorization from County's Chief Information Officer or their designee. Data must be
2 stored on a secure server approved by County and transferred by means of a VPN
3 (Virtual Private Network) connection, or another type of secure connection of this type if
4 any data is approved to be transferred.

5 (C) County-Owned Computer Equipment – Contractor or anyone having an
6 employment relationship with County may not use County computers or computer
7 peripherals on non-County premises without prior authorization from County's Chief
8 Information Officer or their designee.

9 (D) Contractor may not store County's private, confidential or sensitive data on any
10 hard-disk drive.

11 (E) Contractor is responsible to employ strict controls to ensure the integrity and
12 security of County's confidential information and to prevent unauthorized access to data
13 maintained in computer files, program documentation, data processing systems, data
14 files and data processing equipment which stores or processes County data internally
15 and externally.

16 (F) Confidential client information transmitted to one party by the other by means of
17 electronic transmissions must be encrypted according to Advanced Encryption
18 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be
19 utilized.

20 (G) Contractor is responsible to immediately notify County of any breaches or
21 potential breaches of security related to County's confidential information, data
22 maintained in computer files, program documentation, data processing systems, data
23 files and data processing equipment which stores or processes County data internally or
24 externally.

25 (H) Contractor shall require its subcontractors to comply with the provisions of this
26 Data Security section.

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1 **Article 13**

2 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**
3 **Lower Tier Covered Transactions.**

4 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal
5 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor
6 agrees to comply with applicable Federal suspension and debarment regulations, including but
7 not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By
8 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its
9 principals:

10 (A) Are not presently debarred, suspended, proposed for debarment, declared
11 ineligible, or voluntarily excluded from participation in this transaction by any Federal
12 department or agency; and

13 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
14 person who is debarred, suspended, proposed for debarment, declared ineligible, or
15 voluntarily excluded from participation in this transaction by any Federal department or
16 agency.

17 (C) Contractor shall provide immediate written notice to County if at any time during
18 the term of this Agreement Contractor learns that the representations it makes above
19 were erroneous when made or have become erroneous by reason of changed
20 circumstances.

21 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
22 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
23 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
24 solicitations for lower tier covered transactions.

25 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
26 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
27 debarment status at <https://sam.gov/SAM/>.

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1 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
2 of fact upon which County relied in entering into this Agreement.

3 **Article 14**

4 **General Terms**

5 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
6 Agreement may not be modified, and no waiver is effective, except by written consent by both
7 parties. The Contractor acknowledges that County employees have no authority to modify this
8 Agreement except as expressly provided in this Agreement.

9 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to
10 exceed 10% of the maximum annual compensation payable to the Contractor may be
11 made with the written approval of County's DSS Director or their designee. Said
12 modifications shall not result in any changes to the maximum compensation amount
13 payable to Contractor, as stated in this Agreement.

14 (B) Contractor agrees that reductions to the maximum compensation set forth under
15 Article Three (3) of this Agreement may be necessitated by a reduction in funding from
16 State or Federal sources. Any such reduction to the maximum compensation may be
17 made with the written approval of County's DSS Director or their designee and
18 Contractor. Contractor further understands that this Agreement is subject to any
19 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
20 term, or funding of this Agreement in any manner. If the parties do not provide written
21 approval for modification due to reduced funding, this Agreement may be terminated in
22 accordance with Section 6.1 above.

23 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
24 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
25 documentation of the name change, County will process the agreement. Payment of invoices
26 presented with a new name cannot be paid prior to approval of said agreement.

27 14.3 **Public Information.** Contractor shall disclose County as a funding source in all
28 public information and program materials developed in support of contracted services.

1 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
2 under this Agreement without the prior written consent of the other party. Any transferee,
3 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
4 applicable State and Federal regulations. Contractor shall be held primarily responsible by
5 County for the performance of any transferee, assignee or subcontractor unless otherwise
6 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not
7 entitle Contractor to any additional compensation than provided for under this Agreement.

8 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
9 or related to this Agreement.

10 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
11 County, California. Contractor consents to California jurisdiction for actions arising from or
12 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
13 brought and maintained in Fresno County.

14 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
15 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
16 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
17 against either party.

18 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

19 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
20 only and are not part of this Agreement.

21 14.10 **Severability.** If anything in this Agreement is found by a court of competent
22 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
23 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
24 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
25 intent.

26 14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
27 not unlawfully discriminate against any employee or applicant for employment, or recipient of
28 services, because of race, religious creed, color, national origin, ancestry, physical disability,

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
3 all applicable State of California and federal statutes and regulation.

4 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
5 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
6 10295.3.

7 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
8 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
9 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
10 12101 et seq.).

11 (C) Contractor shall include the non-discrimination and compliance provisions of this
12 section in all subcontracts to perform work under this Agreement.

13 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation
14 services to persons participating in Contractor's services who have limited or no English
15 language proficiency, including services to persons who are deaf or blind. Interpreter and
16 translation services shall be provided as necessary to allow such participants meaningful
17 access to the programs, services and benefits provided by Contractor. Interpreter and
18 translation services, including translation of Contractor's "vital documents" (those documents
19 that contain information that is critical for accessing Contractor's services or are required by law)
20 shall be provided to participants at no cost to the participant. Contractor shall ensure that any
21 employees, agents, subcontractors, or partners who interpret or translate for a program
22 participant, or who directly communicate with a program participant in a language other than
23 English, demonstrate proficiency in the participant's language and can effectively communicate
24 any specialized terms and concepts peculiar to contractor's services.

25 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
26 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
27 providing the certification that it is required by regulations implementing the Drug-Free
28 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by

1 grantees that they will maintain a drug-free workplace. False certification or violation of the
2 certification shall be grounds for suspension of payments, suspension or termination of grants,
3 or government wide suspension or debarment. Contractor shall also comply with the
4 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
5 8350 et seq.).

6 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints
7 and/or grievances. Such procedures will include provisions for informing clients of their rights to
8 a State Hearing to resolve such issues when appropriate.

9 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
10 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
11 legislation pending in the Congress of the United States of America or the Legislature of the
12 State of California. Contractor shall not directly or indirectly use any of the funds under this
13 Agreement for any political activity or to further the election or defeat of any candidate for public
14 office.

15 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
16 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
17 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable
18 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
19 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
20 must be reported to the Federal awarding agency and the Regional Office of the Environmental
21 Protection Agency (EPA).

22 **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County
23 under this Agreement is funded in whole or in part with Federal funding, In the performance of
24 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as
25 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
26 include procuring only items designated in guidelines of the Environmental Protection Agency
27 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
28 practicable, consistent with maintaining a satisfactory level of competition, where the purchase

price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

14.19 **Child Support Compliance Act.** If compensation to be paid by the County under this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

(A) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(B) Contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this Agreement includes State funding and services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code Section 10353.

14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,

1 publications, and understandings of any nature unless those things are expressly included in
2 this Agreement. If there is any inconsistency between the terms of this Agreement without its
3 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
4 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
5 exhibits.

6 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
7 create any rights or obligations for any person or entity except for the parties.

8 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

14 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
15 electronic signature as provided in this section.

16 (A) An "electronic signature" means any symbol or process intended by an individual
17 signing this Agreement to represent their signature, including but not limited to (1) a
18 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
19 electronically scanned and transmitted (for example by PDF document) version of an
20 original handwritten signature.

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

26 (C) The provisions of this section satisfy the requirements of Civil Code section
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
28 Part 2, Title 2.5, beginning with section 1633.1).

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

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

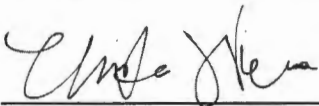
8 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

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

2 Central Valley Justice Coalition

County of Fresno

3
4 

5 Christa Wiens, Executive Director
6 764 P Street, Suite 012
Fresno, CA 93721


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

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

10 By: 
11 Deputy

12 For accounting use only:

13 Org No.: 56107023
14 Account No./Program: 7870/0
Fund No.: 0001
Subclass No.10000

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Exhibit A

SCOPE OF SERVICES

ORGANIZATION: Central Valley Justice Coalition

SERVICES: Human Trafficking Supportive Services

ADDRESS: P.O. Box 6099, Fresno CA 93703

SERVICE ADDRESS: 764 P. Street, Suite 012, Fresno, CA 93721
2025 E. Dakota Ave. Fresno, CA 93726

TELEPHONE: 559-216-6694

CONTACT: Christa Wiens

EMAIL: christa@cvjusticecoalition.com

A. SCOPE OF SERVICES

Central Valley Justice Coalition (SUBRECIPIENT) will provide direct services to youth who have come to the attention of or are in the care of Child Welfare Services (CWS) or Juvenile Justice Probation Department (JJPD), and who have been identified as being impacted by human trafficking or are at-risk of human trafficking, including victims of both sexual trafficking and/or labor trafficking.

B. TARGET POPULATION

Youth residing in the County of Fresno who have come to the attention of or are in the care of CWS or JJPD, and who have been identified as being impacted by human trafficking or are at-risk of human trafficking. Youth may be dependents of the Juvenile Court, non-minor dependents (ages 18-21), or non-dependent youth. The dependent youth and non-dependent youth may also include dependents of other California Juvenile Courts, who have been placed in Fresno County or may have gone missing and are in Fresno County. Noted chronically missing children are classified as at risk of human trafficking if not already victims of human trafficking.

All referrals for direct youth services will be made by Fresno County CWS staff. It is anticipated that up to 100 Fresno County at-risk youth and 50 identified youth impacted by human trafficking will be served annually.

Exhibit A

C. STAFFING LEVELS

SUBRECIPIENT will maintain a sufficient level of qualified staff to effectively carry out program activities. Staffing must reflect the diverse cultural and linguistic characteristic of the population served. Staff must have experience in connecting and working with youth impacted by human trafficking or those at risk of human trafficking, identifying strengths, navigating community-based service systems, and tracking client outcomes. SUBRECIPIENT will be responsible for all training necessary to promote staff development and/or effective service delivery. In addition, SUBRECIPIENT shall comply with any other training required by DSS.

SUBRECIPIENT will ensure all staff have valid California Driver's License on file, undergo a comprehensive background check and Live Scan prior to providing services to the referred youth.

Within 30 days of the initiation of the service, SUBRECIPIENT must ensure all staff have completed:

- CSEC101
- CSEC102
- Screening Tool Training

SUBRECIPIENT should have access to survivors with lived experience who have successfully disengaged from human trafficking.

D. CONTRACTOR'S RESPONSIBILITIES

1. Immediate Engagement and Support

On an as-needed basis, the Subrecipient will have a victim advocate/case manager available 24-hours a day to engage youth after an initial Child Welfare emergency response investigation is conducted and/or for ongoing case involvement when the intervention of the SUBRECIPIENT is determined necessary by the CWS Social Worker or JJPD Probation Officer.

On an as-needed basis, the SUBRECIPIENT will be available to respond as part of a DSS initial investigation or other crisis that requires an expert in human trafficking to intervene with the youth immediately. This can take the form of in-person or a virtual/telephonic contact and can occur at any point. The purpose is to provide immediate intervention and support to the youth.

Unless a request for an immediate response is made, it is expected that contact with the youth be made by SUBRECIPIENT within three (3) days to ten (10) days of receipt of a referral/request, as determined by DSS.

As part of SUBRECIPIENT'S engagement, and as appropriate, the SUBRECIPIENT will assess the youth's needs and provide and/or refer the youth for appropriate services or linkages. Services will be prioritized to address immediate stabilization needs and may also include long term support to promote self-sufficiency. Services can include, but are

Exhibit A

not limited to, crisis intervention, advocacy, educational support, life skills trainings, human trafficking awareness classes or workshops, support to address gang affiliation, and forensic specialty services when appropriate and at the discretion of DSS. The SUBRECIPIENT shall work collaboratively with Child Welfare Social Workers or the youth's assigned probation officer and may also be required to attend Child Welfare or Probation team meetings.

SUBRECIPIENT will screen youth at the onset of support to determine their current level of risk and inform decisions about what services are appropriate.

a. Screening Process:

- **CSE-IT Administration:** Conducted by SUBRECIPIENT in coordination with DSS case managers or probation officers, educators, and other youth-serving professionals.
- **Risk Level Classification:** Based on CSE-IT scoring, youth will be categorized as "*Clear Concern*," "*Possible Concern*," or "*No Concern*" for trafficking risk.
- **Comprehensive Needs Assessment:** In addition to CSE-IT results, youth will undergo evaluations for:
 - Trauma history
 - Needs and strengths assessment
 - Social-emotional health
 - Community & family support

b. Service Connection:

- Youth identified as "*Clear Concern*" or "*Possible Concern*" will receive immediate intervention, including safety planning and specialized case management.
- Those identified as "*No Concern*" will be provided with preventative education and community-building opportunities.
- Results shall be shared with DSS partners to ensure coordinated support and referrals.

Length of service is dictated by the needs of the youth and may involve one contact or be ongoing, with services not to exceed six (6) months from date of referral. Youth may be re-referred for additional supportive services with approval from the Human Trafficking Supervisor or Liaison for a youth with an open dependency/delinquency case and for youth who will be exiting care (i.e. court case is being dismissed).

2. Youth Advocates

a. Case Management

Each youth will be assigned an advocate who will provide services, such as but not limited to, wraparound case management services, tailored to specific needs and circumstances.

- **Short-term case management** – Focused on immediate stabilization, safety planning, and resource connection. This level of support may be appropriate for youth with low risk or high support.

Exhibit A

- **Long-term case management** – Supports youth with higher risk of exploitation through mentorship, life coaching, and transition planning for independent living. This may include, but is not limited to, developing financial management and job readiness skills, navigating social systems, education advocacy, and more.
- **Safety planning & risk reduction** – Create personalized strategies to minimize vulnerability and avoid re-exploitation.
- **Education about commercial sex and labor exploitation** - utilizing curriculums like Cool Aunt Series and Becoming Me, advocates are able to give youth important information that can prevent exploitation
- **Legal advocacy & support** – Guiding youth through judicial processes in collaboration with Unity Court, Behavioral Health Court, and the support of their attorney.
- **Housing, healthcare, & education access** –Facilitate access to resources that promote stable housing, mental health services, and educational support.
- **Growth towards individual goals** - Guide youth to think beyond their immediate circumstances and develop strategies for long-term success and stability.

b. Therapeutic Services

SUBRECIPIENT will offer individualized mental health support designed to meet the diverse needs of its clients, both with in-house clinicians and partnerships with outside agencies. These services may include, but are not limited to:

- **Trauma-informed groups** – Group - support sessions using evidence-based modalities. These sessions are available in limited capacity in-house with our two providers.
- **Expressive arts therapy** – A creative outlet for survivors struggling to verbalize their trauma, using art, music, and storytelling.
- **Somatic healing practices** – Addressing body-based trauma responses through mindfulness, movement, and breathwork.
- **Family support** – When appropriate, equipping caregivers to understand trafficking and exploitation, the risks of online access, and helping them gain the skills necessary to provide trauma-informed care.

c. Support in Social Systems

- **Unity Court Support** – Advocating for trafficked and at-risk youth in Fresno County's Unity Court, ensuring they receive services rather than punitive measures.
- **Behavioral Health Court Advocacy** – Working with the Behavioral Health Court system to connect youth with mental health services, rather than detention.
- **Probation Collaboration** – Partnering with probation officers to create rehabilitative, rather than punitive, pathways for youth involved in the juvenile justice system.
- **Educational Advocacy** – Coordinating with school districts, counselors, and alternative education programs to keep youth engaged in education and

Exhibit A

connected to GED programs, career pathways, and college support.

3. Group Classes

a. Prevention Training for Youth

Subrecipient will provide prevention training to help equip youth with tools to identify recruitment tactics, set health boundaries, and increase personal safety.

Topics include, but are not limited to:

- Recognizing grooming and recruitment strategies
- Understanding healthy vs. unhealthy relationships
- Developing self-esteem, resilience, and decision-making skills
- Learning online safety & social media awareness

Curriculum will consist of DSS approved material, including but not limited to:

- **Red Flags and Fine Lines** – CVJC-created curriculum
- **Not a Number** (Love146) – An interactive program that educates youth on exploitation, personal safety, and protective strategies.
- **Cool Aunt Series** – A youth-friendly curriculum that teaches empowerment, safety, and trafficking awareness in a relatable way.

b. Intervention Training for Youth

SUBRECIPIENT will provide intervention curriculum is designed to promote healing, resilience, and personal agency.

Intervention groups address, but are not limited to:

- Understanding trauma & healing from complex PTSD.
- Reframing self-worth and identifying personal strengths.
- Breaking the cycle of exploitation and developing exit strategies.
- Building life skills, such as financial literacy, advocacy, and goal setting.

Curriculum will consist of DSS approved material, including but not limited to:

- **Becoming Me** – A curriculum that supports trafficked and vulnerable youth in developing skills and gaining self-awareness to strengthen vulnerabilities and resist exploitative forces.
- **Ending the Game** – A psychoeducational intervention designed to support survivors of commercial sexual exploitation and trafficking as they recover from trafficking-related trauma and begin to reclaim their lives. It focuses on dismantling "The Game"—the set of rules, beliefs, and psychological coercions instilled by traffickers.

c. Community Building

Many survivors and at-risk youth experience social isolation and distrust of traditional support systems. SUBRECIPIENT will foster peer support and community engagement, including but not limited to:

- Group mentorship & survivor circles led by lived-experience advocates.
- Wellness and self-care workshops, focusing on self-regulation and empowerment.
- Creative expression groups, such as art therapy, journaling, and storytelling.

Exhibit A

4. Community Education

SUBRECIPIENT will offer Community Education to equip the adults and professionals surrounding vulnerable youth with the knowledge, tools, and cultural competency needed to identify risk factors, respond appropriately to disclosures, and create safe, trauma-informed environments.

Community Education extends to caregivers, educators, social workers, probation officers, law enforcement, medical professionals, and other youth-serving adults.

a. Caregiver & Family Education

SUBRECIPIENT will offer caregiver-centered education to help families:

- Recognize signs of grooming and recruitment (especially online) and implement safety measures
- Understand complex trauma and behavior while developing skills to support impacted youth
- Implement practical tools for creating safety and building healthy, trustworthy relationships

These sessions are offered in both English and Spanish and are often delivered in partnership with schools, faith-based organizations, DSS, Department of Behavioral Health and/or Probation.

b. Professional Training & Development

Youth in care encounter adults in all sectors of society, including but not limited to, healthcare, education, the judicial system and its parties. SUBRECIPIENT will offer structured, interactive workshops and presentations tailored to specific professional audiences. These sessions focus on, but are not limited to:

- Recognizing signs of trafficking and exploitation
- Understanding the vulnerabilities of system-impacted youth
- Trauma-informed response and communication strategies
- Screening and reporting
- Building safe, supportive environments for at-risk youth

5. Managed Flex Account

SUBRECIPIENT will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. All items or services over \$100 in value will need to be approved by DSS prior to purchase. All expenditures should include DSS case numbers of the youth directly benefitting from the item(s) purchased must be accounted for on a Flex Fund Tracker provided by DSS. A copy of the purchase receipt must be provided in arrears along with the invoice backup documentation. DSS case number of the youth must be listed at the top of the purchase receipt and correspond to the Flex Fund Tracker. In addition, expenditures must be noted in the corresponding youth's monthly progress notes. Items and services may include, but are not limited to:

- Emergency gift cards/pay for service (clothing, baby items, food, luggage, etc.)
- Harm reduction activities

Exhibit A

- Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth
- Respite support
- Stipends for youth to encourage participation in trainings or events
- Cultural hair care products/services
- Holistic therapeutic activities
- Assistance with rent/utilities/furniture and basic needs or necessities for non-minor dependents/ILP youth
- Grounding tools
- Tattoo removal – (SUBRECIPIENT must consult with DSS to determine low cost or no cost services available)

6. Case Consultation and Training

SUBRECIPIENT will provide case consultation services to DSS social work staff on an as-needed basis during regular business hours. Staff who are experienced and knowledgeable in human child sex trafficking and/or labor trafficking shall be available to DSS staff for questions and consultation on case specific situations during DSS HT Team via Multi-Disciplinary Teaming (MDT) Meetings, case consultation and referrals.

DSS intends to hold at least 5-6 human trafficking conferences and events a year for staff and youth for informational and educational purposes. SUBRECIPIENT will identify and coordinate one or more “survivors” to serve as a guest speaker and/or trainer at the human trafficking awareness conferences, events and/or trainings. DSS will provide a calendar or a list of dates for SUBRECIPIENT to select from.

7. Reports and Records

SUBRECIPIENT will submit a monthly Community Advocate Progress Note (CAP Note) provided by DSS. CAP Notes are to be submitted by the 10th of the month in arrears for each youth receiving services and will be sent to CWSCSEC@fresnocountyca.gov with a carbon copy (CC) to the Immigration Liaison and the Social Work Supervisor assigned to Human Trafficking work. CAP Notes are to be filled out in their entirety in a manner deemed acceptable by DSS. DSS holds the capacity to update or revise the CAP Note template as needed.

SUBRECIPIENT will maintain accurate participant records in an organized and accessible manner. SUBRECIPIENT will use a standardized format for the maintenance of participant file. All records pertaining to services provided under this Agreement are to be made available upon reasonable request and in a format deemed acceptable to DSS. SUBRECIPIENT will maintain records for the time period stipulated by Section 10.4 Program Audit Requirements of this Agreement.

At the conclusion/termination/expiration of the Agreement SUBRECIPIENT will transfer all youth files in their entirety to DSS in a format deemed acceptable by DSS. All files are to be transferred no later than 30 days prior to the end of the Agreement.

Exhibit A

E. COUNTY RESPONSIBILITIES

DSS staff will coordinate and participate in monthly, bi-monthly, or quarterly meetings with SUBRECIPIENT to review program outcomes and discuss contractual matters. The frequency of such meetings will be determined by DSS. DSS will include SUBRECIPIENT's staff in DSS trainings that are relevant to the services as described in the terms and conditions of this Agreement. DSS staff will meet with SUBRECIPIENT's staff as often as needed to exchange pertinent information, provide guidance, resolve problems, and work collaboratively to coordinate services. If on-going mental health services are required DSS will make the appropriate referral on an as-needed basis.

F. REPORTS AND OUTCOMES

DSS will consider SUBRECIPIENT performance levels when determining funding recommendations for future Agreements. For the contract period, SUBRECIPIENT will document all activities and services and will submit Monthly Activity Reports (MARs) by the tenth (10th) of each month in a manner and format determined by DSS.

The overall goal of direct supportive services to youth impacted by human trafficking and youth at-risk of human trafficking is to reduce the likelihood that they will again experience human trafficking situations and prevent entry into sexually and/or labor exploitive situations. The goal of consultation and training support for DSS and probation staff is to increase their skills/ability to identify and address youth impacted by human trafficking and youth at-risk of human trafficking. The successful implementation of services by SUBRECIPIENT is critical to the collective efforts to achieve this goal. The outcomes listed will measure the success of SUBRECIPIENT's services. These outcomes may be modified at DSS' discretion upon written consent of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT will report outcomes in each MAR or alternate method determined by DSS.

Exhibit A

Outcomes to be Reported		Outcome Indicator(s)
Youth Stability and Well-Being (Short-Term Goals)	Youth accepting services will have reduced risk factors or warning signs of human trafficking for youth participants.	75% of youth accepting supportive services will have decreased risk factors or indicators of human trafficking at the end of services, as measured by a DSS approved pre and post assessment.
	Youth accepting services will have increased awareness and understanding of human trafficking and available community resources and tools.	95% of referred youth who accept services will indicate they were satisfied with the information and/or services provided to them, as measured by a DSS approved survey.
Youth Stability and Well-Being (Long-Term Goals)	Youth accepting services will have an increase likelihood of long-term stability.	95% of youth will be able to understand the core fundamental requirements for long-term success and sustainability, as demonstrated in a written narrative outlining their future goals and plan to achieve those goals.
	Youth accepting services will have an increased ability to demonstrate positive decision- making capabilities.	80% of youth will have positive decision-making capabilities, which will be reflected in areas of school attendance and decrease incidents of behavior modifications, runaway reports, police interactions, and goal achievements.
DSS Consultation and Training	DSS staff attending human trafficking trainings will have increased skills to identify or understand indicators of human trafficking in youth.	90% of training participants will demonstrate increased knowledge of available resources and understanding of human trafficking through a pre and post-test.

Exhibit B

Compensation

BUDGET SUMMARY - YEAR 1 (September 9, 2025 – June 30, 2026)

VENDOR NAME: Central Valley Justice Coalition

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 139,286
Payroll Taxes	0150	\$ 12,595
Benefits	0200	\$ 8,036
SUBTOTAL:		\$159,917
SERVICES & SUPPLIES		
Insurance	0250	\$ 525
Communications	0300	\$ 864
Office Expense	0350	\$ 2,751
Equipment	0400	\$ 2,800
Facilities	0450	\$9,137
Travel Costs	0500	\$ 3,000
Program Supplies	0550	\$ 5,000
Consultancy/Subcontracts	0600	\$ 150
Fiscal & Audits	0650	\$ 0
Training	0700	\$ 2,750
Indirect Costs	0750	\$ 15,161
SUBTOTAL:		\$ 42,138
TOTAL EXPENSES:		\$ 202,055

Exhibit B

BUDGET PERSONNEL DETAIL - YEAR 1 (September 9, 2025 – June 30, 2026)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested for the Year
Youth Advocacy and Mentorship Program Director	0.95	10	CA exempt salary	\$52,166
Youth Advocacy and Mentorship Program Advocate – Lived Experience Expert	1.00	10	\$26.50/hour	\$46,640
Youth Advocacy and Mentorship Program Advocate	1.00	10	\$23/hour	\$40,480

Total Salaries/
Wages \$139,286

Payroll Taxes

	Percent Months	Amount
FICA @ Social Security 6.2% /Medicare 1.45% of gross salaries)	10	\$10,655
SUI Based on California calculation guidelines @ 1.5%	10	\$252
ETT	10	\$17
CASDI	10	\$1,671
Total Payroll Taxes		\$12,595

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)

Item Total

Health Insurance - \$400/ month in health care stipends

\$ 4,000

Retirement @ 3% matching

\$ 4,036

Total Benefit and Retirement

\$8,036

TOTAL SALARIES AND BENEFITS:

\$159,917

Exhibit B

BUDGET DETAIL - YEAR 1 (September 9, 2025 – June 30, 2026)

VENDOR NAME:

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0100 (Salaries)	.95 FTE Youth Program Director 1 FT Youth Advocate – lived experience expert 1 FT Youth Advocate	\$52,166 \$46,640 \$40,480	\$139,286
0150 (Payroll Taxes)	CASDI FICA/ MEDICARE SUI ETT	\$1,671 \$10,655 \$252 \$17	\$12,595
0200 (Benefits)	Retirement – IRA 3% match Health Insurance	\$4,036 \$4,000	\$8,036
0250 (Insurance)	Workers Compensation	\$525	\$525
0300 (Communicat ions)	\$30/ month for three cell phones	\$864	\$864
0350 (Office Expense)	Printing and postage Office equipment and program supplies Subscriptions and memberships	\$93 \$1,500 \$1,158	\$2,751
0400 (Equipment)	Computer equipment and software Phones, Tablets, Devices Furniture and fixtures	\$800 \$1,000 \$1,000	\$2,800
0450 (Facilities)	Rent	\$9,137	\$9,137
0500 (Travel)	Staff Mileage	\$3,000	\$3,000
0550 (Program Supplies)	\$5,000 to cover expenses for immediate needs for clients, including but not limited to hygiene, hair products, school supplies, clothing, housing costs, household items, food, program incentives.	\$5,000	\$5,000
0600 (Consultants)	Survivor consultant	\$150	\$150

Exhibit B

0700 (Training)	Staff training and development Curriculum	\$2,500 \$250	\$2,750
0750 (indirect costs)		\$15,161	\$15,161
TOTAL EXPENSES			\$202,055

Exhibit B

BUDGET DETAIL NARRATIVE - YEAR 1 (September 9, 2025 – June 30, 2026)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

Youth Advocacy and Mentorship Program Director (0.95FTE)

Director position to carry out Youth AMP activities, supervising Youth Advocates and facilitating training of DSS staff.

Youth Advocacy and Mentorship Program Advocate – Lived Experience (1FTE)

Advocate position to assist with carrying out Youth AMP activities. Includes increased compensation for lived experience, peer leadership duties, and survivor-informed program contributions. Supports equitable pay for specialized qualifications in accordance with trauma-informed and survivor-centered practice standards. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

Youth Advocacy and Mentorship Program Advocate (1FTE)

The Youth Advocate is responsible for managing mentorship case assignments and supporting youth with vulnerabilities who are at risk of exploitation and human trafficking. The Youth Advocate will work directly with youth clients, their families, care providers, schools, and other community organizations and agencies, in order to provide individualized advocacy and support. They will also be responsible for assessing, planning, supporting, implementing, monitoring, and evaluating actions required to intervene and apply harm reduction practices to meet the client's needs. The Youth Advocate will maintain case notes and work with the Youth Program Director to communicate outcomes to DSS. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

PAYROLL TAXES

CASDI

Mandatory CA payroll tax (disability insurance 1.2% of gross salaries)

FICA/MEDICARE

Mandatory IRS payroll tax (Social Security 6.2%/ Medicare 1.45% of gross salaries)

SUI

CA unemployment insurance 1.5%

OTHER (ETT)

CA Employment Training Tax .1% of first \$7,000 per employee

BENEFITS

Retirement

Employer contribution of 3% of gross salaries to 401(k) for each employee.

Health Insurance

Pro-rated \$200 per month stipend in lieu of health insurance for Director and \$100 each for 2 Advocate positions.

INSURANCE

Pro-rated allocation of Workers Compensation Insurance coverage for 3 of 7 employees.

COMMUNICATIONS

Cell phone (\$30 each * 3 employees * 12 months) for out of office contact

Exhibit B

OFFICE EXPENSES

Printing / Postage – Materials, including but not limited to, classes, intake, curriculum, flyers
Office, Equipment & Program Supplies – Including, but not limited to, arts and crafts supplies, supplies needed for client files (binders, dividers, folders, paper, hanging files, etc), coloring books, paper, pens, yoga mats, kinetic sand. Pro-rated allocation of subscription for Client Management software

EQUIPMENT

Initial year advancement of \$2,800 to cover the following start-up expenses:

Computer Equipment & Software - Desktop/Laptop, printer, Office 365 software for Director
Copiers, Cell Phones, Tablets, Devices to Contain HIPAA Data - New cell phones for Director, Advocates, and emergency line
Furniture & Fixtures - office furniture for expanded office space

FACILITIES

CVJC will utilize two designated locations to offer in-person services and program activities to the youth. As of the executed date of this agreement, Downtown office is \$0.97/sq. ft. and City Center is \$1.35/sq. ft. Each location will be utilized on an as-needed basis to meet the needs of the youth being served. Lease agreements for each location are on a month-to-month basis.

TRAVEL

Staff Mileage – Mileage reimbursement for staff travel throughout Fresno County for client support (including educational advocacy, support at Juvenile Justice campus, and in-home support for client and family) @ \$.70 per mile.

PROGRAM SUPPLIES

CVJC will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. Items and services may include but are not limited to: • Emergency gift cards/pay for service (clothing, baby items, hygiene, food, luggage) • Harm reduction activities • Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth • Respite support • Stipends for youth to encourage participation in trainings or events Case Consultation and Training • Cultural hair care products/services • Holistic therapeutic activities • Assistance with rent/utilities/ furniture and basic needs or necessities for non-minor dependents/ILP youth • Grounding tools • Tattoo removal

CONSULTANCY/SUBCONTRACTS

For additional consultation fees – 3 hours at \$50/hr.

TRAINING

Initial year advancement of \$1,000 to cover training and travel to training

Ongoing training for program staff including curriculum training (Not a Number, Becoming Me, and Cool Aunt), best practices, case worker, mandated reporter, de-escalation, trauma response, CSEC 101, CSEC 102, Cultural Awareness Class, Screening Tool Training. Materials for Not a Number and Becoming Me and associated printing costs

INDIRECT COSTS

8.11%

Exhibit B

BUDGET SUMMARY - YEAR 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME: Central Valley Justice Coalition

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$174,069
Payroll Taxes	0150	\$15,741
Benefits	0200	\$10,022
SUBTOTAL:		\$199,832
SERVICES & SUPPLIES		
Insurance	0250	\$656
Communications	0300	\$1,080
Office Expense	0350	\$3,399
Equipment	0400	\$300
Facilities	0450	\$10,964
Travel Costs	0500	\$4,500
Program Supplies	0550	\$9,000
Consultancy/Subcontracts	0600	\$150
Fiscal & Audits	0650	
Training	0700	\$3,500
Indirect Costs	0750	\$16,619
SUBTOTAL:		\$50,168
TOTAL EXPENSES:		\$250,000

Exhibit B

BUDGET PERSONNEL DETAIL - YEAR 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested for the Year
Youth Advocacy and Mentorship Program Director	0.95	12	CA exempt salary	\$67,490
Youth Advocacy and Mentorship Program Advocate – Lived Experience Expert	1.00	12	\$27.43/hr.	\$57,054
Youth Advocacy and Mentorship Program Advocate	1.00	12	\$23.81/hr.	\$49,525

**Total Salaries/
Wages** **\$174,069**

Payroll Taxes

	Percent Months	Amount
FICA @ Social Security 6.2% /Medicare 1.45% of gross salaries)	12	\$13,316
SUI Based on California calculation guidelines @ 1.5%	12	\$315
ETT	12	\$21
CASDI		\$2,089
Total Payroll Taxes		\$15,741

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)

Item Total

Health Insurance - \$400/ month in health care stipends

\$4,800

Retirement @ 3% matching

\$5,222

Total Benefit and Retirement

\$10,022

TOTAL SALARIES AND BENEFITS:

\$199,832

Exhibit B

BUDGET DETAIL - YEAR 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME:

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0100 (salaries)	.95 FTE Youth Program Director 1 FT Youth Advocate – lived experience expert 1 FT Youth Advocate	\$67,490 \$57,054 \$49,525	\$174,069
0150 (Payroll Taxes)	CASDI FICA/ MEDICARE SUI ETT	\$2,089 \$13,316 \$315 \$21	\$15,741
0200 (Benefits)	Retirement – IRA 3% match Health Insurance	\$5,222 \$4,800	\$10,022
0250 (Insurance)	Workers Compensation	\$656	\$656
0300 (Communicat ions)	\$30/ month for three cell phones	\$1,080	\$1,080
0350 (Office Expense)	Printing and postage Office equipment and program supplies Subscriptions and memberships	\$279 \$1,692 \$1,428	\$3,399
0400 (Equipment)	Computer equipment and software Phones, Tablets, Devices Furniture and Fixtures	\$150 \$75 \$75	\$300
0450 (Facilities)	Rent	\$10,964	\$10,964
0500 (Travel)	Staff Mileage	\$4,500	\$4,500
0550 (Program Supplies)	\$9,000 to cover expenses for immediate needs for clients, including but not limited to hygiene, hair products, school supplies, clothing, housing costs, household items, food, program incentives.	\$9,000	\$9,000
0600 (Consultants)	Survivor consultant	\$150	\$150

Exhibit B

0700 (Training)	Staff training and development Curriculum	\$3,000 \$500	\$3,500
0750 (indirect costs)		\$16,619	\$16,619
TOTAL EXPENSES			\$250,000

Exhibit B

BUDGET DETAIL NARRATIVE - YEAR 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

3.5% percent increase for staff salaries

Youth Advocacy and Mentorship Program Director (0.95FTE)

Director position to carry out Youth AMP activities, supervising Youth Advocates and facilitating training of DSS staff.

Youth Advocacy and Mentorship Program Advocate – Lived Experience (1FTE)

Advocate position to assist with carrying out Youth AMP activities. Includes increased compensation for lived experience, peer leadership duties, and survivor-informed program contributions. Supports equitable pay for specialized qualifications in accordance with trauma-informed and survivor-centered practice standards. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

Youth Advocacy and Mentorship Program Advocate (1FTE)

The Youth Advocate is responsible for managing mentorship case assignments and supporting youth with vulnerabilities who are at risk of exploitation and human trafficking. The Youth Advocate will work directly with youth clients, their families, care providers, schools, and other community organizations and agencies, in order to provide individualized advocacy and support. They will also be responsible for assessing, planning, supporting, implementing, monitoring, and evaluating actions required to intervene and apply harm reduction practices to meet the client's needs. The Youth Advocate will maintain case notes and work with the Youth Program Director to communicate outcomes to DSS. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

PAYROLL TAXES

CASDI

Mandatory CA payroll tax (disability insurance 1.2% of gross salaries)

FICA/MEDICARE

Mandatory IRS payroll tax (Social Security 6.2%/ Medicare 1.45% of gross salaries)

SUI

CA unemployment insurance 1.5%

OTHER (ETT)

CA Employment Training Tax .1% of first \$7,000 per employee

BENEFITS

Retirement

Employer contribution of 3% of gross salaries to 401(k) for each employee.

Health Insurance

Pro-rated \$200 per month stipend in lieu of health insurance for Director and \$100 each for 2 Advocate positions.

INSURANCE

Pro-rated allocation of Workers Compensation Insurance coverage for 3 of 7 employees.

Exhibit B

COMMUNICATIONS

Cell phone (\$30 each * 3 employees * 12 months) for out of office contact

OFFICE EXPENSES

Printing / Postage – Materials, including but not limited to, classes, intake, curriculum, flyers
Office, Equipment & Program Supplies – Including, but not limited to, arts and crafts supplies, supplies needed for client files (binders, dividers, folders, paper, hanging files, etc), coloring books, paper, pens, yoga mats, kinetic sand. Pro-rated allocation of subscription for Client Management software

EQUIPMENT

Software license renewals, repair or replacement of technology as needed (e.g., tablets, copiers), and purchase of ergonomic office fixtures to support staff expansion.

FACILITIES

CVJC will utilize two designated locations to offer in-person services and program activities to the youth. As of the executed date of this agreement, Downtown office is \$0.97/sq. ft. and City Center is \$1.35/sq. ft. Each location will be utilized on an as-needed basis to meet the needs of the youth being served. Lease agreements for each location are on a month-to-month basis.

TRAVEL

Staff Mileage – Mileage reimbursement for staff travel throughout Fresno County for client support (including educational advocacy, support at Juvenile Justice campus, and in-home support for client and family) @ \$.70 per mile.

PROGRAM SUPPLIES

CVJC will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. Items and services may include but are not limited to: • Emergency gift cards/pay for service (clothing, baby items, hygiene, food, luggage) • Harm reduction activities • Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth • Respite support • Stipends for youth to encourage participation in trainings or events Case Consultation and Training • Cultural hair care products/services • Holistic therapeutic activities • Assistance with rent/utilities/ furniture and basic needs or necessities for non-minor dependents/ILP youth • Grounding tools • Tattoo removal

CONSULTANCY/SUBCONTRACTS

For additional consultation fees – 3 hours at \$50/hr.

TRAINING

Ongoing training for program staff including curriculum training (Not a Number, Becoming Me, and Cool Aunt), best practices, case worker, mandated reporter, de-escalation, trauma response, CSEC 101, CSEC 102, Cultural Awareness Class, Screening Tool Training. Materials for Not a Number and Becoming Me and associated printing costs

INDIRECT COSTS

7.12%

Exhibit B

BUDGET SUMMARY- YEAR 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Central Valley Justice Coalition

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$176,478
Payroll Taxes	0150	\$15,955
Benefits	0200	\$10,094
SUBTOTAL:		\$202,527
SERVICES & SUPPLIES		
Insurance	0250	\$656
Communications	0300	\$1,080
Office Expense	0350	\$3,197
Equipment	0400	\$270
Facilities	0450	\$10,964
Travel Costs	0500	\$4,956
Program Supplies	0550	\$9,000
Consultancy/Subcontracts	0600	\$150
Fiscal & Audits	0650	
Training	0700	\$2,750
Indirect Costs	0750	\$14,450
SUBTOTAL:		\$47,473
TOTAL EXPENSES:		\$250,000

Exhibit B

BUDGET PERSONNEL DETAIL - YEAR 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested for the Year
Youth Advocacy and Mentorship Program Director	90	12	CA Exempt	\$66,176
Youth Advocacy and Mentorship Program Advocate – Lived Experience Expert	100	12	\$28.39/hr.	\$59,051
Youth Advocacy and Mentorship Program Advocate	100	12	\$24.64/hr.	\$51,251

**Total Salaries/
Wages** **\$ 176,478**

Payroll Taxes

	Percent Months	Amount
FICA @ Social Security 6.2% /Medicare 1.45% of gross salaries)	12	\$13,501
SUI Based on California calculation guidelines @ 1.5%	12	\$315
ETT	12	\$21
CASDI	12	\$2,118
Total Payroll Taxes		\$15,955

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)

Item Total

Health Insurance - \$400/ month in health care stipends

\$4,800

Retirement @ 3% matching

\$5,294

Total Benefit and Retirement

\$10,094

TOTAL SALARIES AND BENEFITS:

\$202,527

Exhibit B

BUDGET DETAIL - YEAR 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Central Valley Justice Coalition

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0100 (salaries)	.90 FTE Youth Program Director 1 FT Youth Advocate – lived experience expert 1 FT Youth Advocate	\$66,176 \$59,051 \$51,251	\$176,478
0150 (Payroll Taxes)	CASDI FICA/ MEDICARE SUI ETT	\$2,118 \$13,501 \$315 \$21	\$15,955
0200 (Benefits)	Retirement – IRA 3% match Health Insurance	\$5,294 \$4,800	\$10,094
0250 (Insurance)	Workers Compensation	\$656	\$656
0300 (Communicat ions)	\$30/ month for three cell phones	\$1,080	\$1,080
0350 (Office Expense)	Printing and postage Office equipment and program supplies Subscriptions and memberships	\$250 \$1,519 \$1,428	\$3,197
0400 (Equipment)	Computer equipment and software Phones, Tablets, Devices	\$120 \$150	\$270
0450 (Facilities)	Rent	\$10,964	\$10,964
0500 (Travel)	Staff Mileage	\$4,956	\$4,956
0550 (Program Supplies)	\$9,000 to cover expenses for immediate needs for clients, including but not limited to hygiene, hair products, school supplies, clothing, housing costs, household items, food, program incentives.	\$9,000	\$9,000
0600 (Consultants)	Survivor consultant	\$150	\$150

Exhibit B

0700 (Training)	Staff training and development Curriculum	\$2,500 \$250	\$2,750
0750 (indirect costs)		\$14,450	\$14,450
TOTAL EXPENSES			\$250,000

Exhibit B

BUDGET DETAIL NARRATIVE - YEAR 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

3.5% salary increase

Youth Advocacy and Mentorship Program Director (0.95FTE)

Director position to carry out Youth AMP activities, supervising Youth Advocates and facilitating training of DSS staff.

Youth Advocacy and Mentorship Program Advocate – Lived Experience (1FTE)

Advocate position to assist with carrying out Youth AMP activities. Includes increased compensation for lived experience, peer leadership duties, and survivor-informed program contributions. Supports equitable pay for specialized qualifications in accordance with trauma-informed and survivor-centered practice standards. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

Youth Advocacy and Mentorship Program Advocate (1FTE)

The Youth Advocate is responsible for managing mentorship case assignments and supporting youth with vulnerabilities who are at risk of exploitation and human trafficking. The Youth Advocate will work directly with youth clients, their families, care providers, schools, and other community organizations and agencies, in order to provide individualized advocacy and support. They will also be responsible for assessing, planning, supporting, implementing, monitoring, and evaluating actions required to intervene and apply harm reduction practices to meet the client's needs. The Youth Advocate will maintain case notes and work with the Youth Program Director to communicate outcomes to DSS. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

PAYROLL TAXES

CASDI

Mandatory CA payroll tax (disability insurance 1.2% of gross salaries)

FICA/MEDICARE

Mandatory IRS payroll tax (Social Security 6.2%/ Medicare 1.45% of gross salaries)

SUI

CA unemployment insurance 1.5%

OTHER (ETT)

CA Employment Training Tax .1% of first \$7,000 per employee

BENEFITS

Retirement

Employer contribution of 3% of gross salaries to 401(k) for each employee.

Health Insurance

Pro-rated \$200 per month stipend in lieu of health insurance for Director and \$100 each for 2 Advocate positions.

INSURANCE

Pro-rated allocation of Workers Compensation Insurance coverage for 3 of 7 employees.

COMMUNICATIONS

Cell phone (\$30 each * 3 employees * 12 months) for out of office contact

Exhibit B

OFFICE EXPENSES

Printing / Postage – Materials, including but not limited to, classes, intake, curriculum, flyers
Office, Equipment & Program Supplies – Including, but not limited to, arts and crafts supplies, supplies needed for client files (binders, dividers, folders, paper, hanging files, etc), coloring books, paper, pens, yoga mats, kinetic sand. Pro-rated allocation of subscription for Client Management software

EQUIPMENT

Continued software subscription costs, updates to technology for compatibility and security (e.g., HIPAA-compliant data storage tools), and replacement of worn equipment.

FACILITIES

CVJC will utilize two designated locations to offer in-person services and program activities to the youth. As of the executed date of this agreement, Downtown office is \$0.97/sq. ft. and City Center is \$1.35/sq. ft. Each location will be utilized on an as-needed basis to meet the needs of the youth being served. Lease agreements for each location are on a month-to-month basis.

TRAVEL

Staff Mileage – Mileage reimbursement for staff travel throughout Fresno County for client support (including educational advocacy, support at Juvenile Justice campus, and in-home support for client and family) @ \$.70 per mile.

PROGRAM SUPPLIES

CVJC will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. Items and services may include but are not limited to: • Emergency gift cards/pay for service (clothing, baby items, hygiene, food, luggage) • Harm reduction activities • Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth • Respite support • Stipends for youth to encourage participation in trainings or events Case Consultation and Training • Cultural hair care products/services • Holistic therapeutic activities • Assistance with rent/utilities/ furniture and basic needs or necessities for non-minor dependents/ILP youth • Grounding tools • Tattoo removal

CONSULTANCY/SUBCONTRACTS

For additional consultation fees – 3 hours at \$50/hr.

TRAINING

Ongoing training for program staff including curriculum training (Not a Number, Becoming Me, and Cool Aunt), best practices, case worker, mandated reporter, de-escalation, trauma response, CSEC 101, CSEC 102, Cultural Awareness Class, Screening Tool Training. Materials for Not a Number and Becoming Me and associated printing costs

INDIRECT COSTS

6.13%

Exhibit B

BUDGET SUMMARY - YEAR 4 (July 1, 2028 – June 30, 2029)

VENDOR NAME: Central Valley Justice Coalition

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$175,053
Payroll Taxes	0150	\$15,829
Benefits	0200	\$10,052
SUBTOTAL:		\$200,934
SERVICES & SUPPLIES		
Insurance	0250	\$656
Communications	0300	\$1,080
Office Expense	0350	\$3,197
Equipment	0400	\$420
Facilities	0450	\$10,964
Travel Costs	0500	\$6,456
Program Supplies	0550	\$10,000
Consultancy/Subcontracts	0600	\$150
Fiscal & Audits	0650	
Training	0700	\$3,483
Indirect Costs	0750	\$12,660
SUBTOTAL:		\$49,066
TOTAL EXPENSES:		\$250,000

Exhibit B

BUDGET PERSONNEL DETAIL - YEAR 4 (July 1, 2028 – June 30, 2029)

VENDOR NAME:

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested for the Year
Youth Advocacy and Mentorship Program Director	80	12	CA Exempt	\$60,882
Youth Advocacy and Mentorship Program Advocate – Lived Experience Expert	100	12	\$29.38/hr.	\$61,110
Youth Advocacy and Mentorship Program Advocate	100	12	\$25.51/hr.	\$53,061

**Total Salaries/
Wages** **\$ 175,053**

Payroll Taxes

	Percent Months	Amount
FICA @ Social Security 6.2% /Medicare 1.45% of gross salaries)	12	\$13,392
SUI Based on California calculation guidelines @ 1.5%	12	\$315
ETT	12	\$21
CASDI	12	\$2,101
Total Payroll Taxes		\$15,829

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)

Item Total

Health Insurance - \$400/ month in health care stipends

\$4,800

Retirement @ 3% matching

\$5,252

Total Benefit and Retirement

\$10,052

TOTAL SALARIES AND BENEFITS:

\$200,934

Exhibit B

BUDGET DETAIL - YEAR 4 (July 1, 2028 – June 30, 2029)

VENDOR NAME:

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0100 (salaries)	.80 FTE Youth Program Director 1 FT Youth Advocate – lived experience expert 1 FT Youth Advocate	\$60,882 \$61,110 \$53,061	\$175,053
0150 (Payroll Taxes)	CASDI FICA/ MEDICARE SUI ETT	\$2,101 \$13,392 \$315 \$21	\$15,829
0200 (Benefits)	Retirement – IRA 3% match Health Insurance	\$5,252 \$4,800	\$10,052
0250 (Insurance)	Workers Compensation	\$656	\$656
0300 (Communicat ions)	\$30/ month for three cell phones	\$1,080	\$1,080
0350 (Office Expense)	Printing and postage Office equipment and program supplies Subscriptions and memberships	\$250 \$1,519 \$1,428	\$3,197
0400 (Equipment)	Computer equipment and software Phones, Tablets, Devices Furniture & Fixtures	\$120 \$150 \$150	\$420
0450 (Facilities)	Rent	\$10,964	\$10,964
0500 (Travel)	Staff Mileage Travel – out of town travel for conference/ training	\$4,956 \$1,500	\$6,456
0550 (Program Supplies)	\$10,000 to cover expenses for immediate needs for clients, including but not limited to hygiene, hair products, school supplies, clothing, housing costs, household items, food, program incentives.	\$10,000	\$10,000

Exhibit B

0600 (Consultants)	Survivor consultant	\$150	\$150
0700 (Training)	Staff training and development Curriculum	\$3,233 \$250	\$3,483
0750 (indirect costs)		\$12,660	\$12,660
TOTAL EXPENSES			\$250,000

Exhibit B

BUDGET DETAIL NARRATIVE - YEAR 4 (July 1, 2028 – June 30, 2029)

VENDOR NAME: _____

SALARIES

Youth Advocacy and Mentorship Program Director (0.95FTE)

Director position to carry out Youth AMP activities, supervising Youth Advocates and facilitating training of DSS staff.

Youth Advocacy and Mentorship Program Advocate – Lived Experience (1FTE)

Advocate position to assist with carrying out Youth AMP activities. Includes increased compensation for lived experience, peer leadership duties, and survivor-informed program contributions. Supports equitable pay for specialized qualifications in accordance with trauma-informed and survivor-centered practice standards. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

Youth Advocacy and Mentorship Program Advocate (1FTE)

The Youth Advocate is responsible for managing mentorship case assignments and supporting youth with vulnerabilities who are at risk of exploitation and human trafficking. The Youth Advocate will work directly with youth clients, their families, care providers, schools, and other community organizations and agencies, in order to provide individualized advocacy and support. They will also be responsible for assessing, planning, supporting, implementing, monitoring, and evaluating actions required to intervene and apply harm reduction practices to meet the client's needs. The Youth Advocate will maintain case notes and work with the Youth Program Director to communicate outcomes to DSS. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

PAYROLL TAXES

CASDI

Mandatory CA payroll tax (disability insurance 1.2% of gross salaries)

FICA/MEDICARE

Mandatory IRS payroll tax (Social Security 6.2%/ Medicare 1.45% of gross salaries)

SUI

CA unemployment insurance 1.5%

OTHER (ETT)

CA Employment Training Tax .1% of first \$7,000 per employee

BENEFITS

Retirement

Employer contribution of 3% of gross salaries to 401(k) for each employee.

Health Insurance

Pro-rated \$200 per month stipend in lieu of health insurance for Director and \$100 each for 2 Advocate positions.

INSURANCE

Pro-rated allocation of Workers Compensation Insurance coverage for 3 of 7 employees.

COMMUNICATIONS

Cell phone (\$30 each * 3 employees * 12 months) for out of office contact

OFFICE EXPENSES

Printing / Postage – Materials, including but not limited to, classes, intake, curriculum, flyers

Exhibit B

Office, Equipment & Program Supplies – Including, but not limited to, arts and crafts supplies, supplies needed for client files (binders, dividers, folders, paper, hanging files, etc), coloring books, paper, pens, yoga mats, kinetic sand. Pro-rated allocation of subscription for Client Management software

EQUIPMENT

Technology maintenance and repairs, potential upgrades for aging devices, and addition of equipment to support increased capacity or remote service delivery.

FACILITIES

CVJC will utilize two designated locations to offer in-person services and program activities to the youth. As of the executed date of this agreement, Downtown office is \$0.97/sq. ft. and City Center is \$1.35/sq. ft. Each location will be utilized on an as-needed basis to meet the needs of the youth being served. Lease agreements for each location are on a month-to-month basis.

TRAVEL

Staff Mileage – Mileage reimbursement for staff travel throughout Fresno County for client support (including educational advocacy, support at Juvenile Justice campus, and in-home support for client and family) @ \$.70 per mile.

PROGRAM SUPPLIES

CVJC will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. Items and services may include but are not limited to: • Emergency gift cards/pay for service (clothing, baby items, hygiene, food, luggage) • Harm reduction activities • Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth • Respite support • Stipends for youth to encourage participation in trainings or events Case Consultation and Training • Cultural hair care products/services • Holistic therapeutic activities • Assistance with rent/utilities/ furniture and basic needs or necessities for non-minor dependents/ILP youth • Grounding tools • Tattoo removal

CONSULTANCY/SUBCONTRACTS

For additional consultation fees – 3 hours at \$50/hr.

TRAINING

Ongoing training for program staff including curriculum training (Not a Number, Becoming Me, and Cool Aunt), best practices, case worker, mandated reporter, de-escalation, trauma response, CSEC 101, CSEC 102, Cultural Awareness Class, Screening Tool Training. Materials for Not a Number and Becoming Me and associated printing costs

INDIRECT COSTS

5.33%

Exhibit B

BUDGET SUMMARY - YEAR 5 (July 1, 2029 – June 30, 2030)

VENDOR NAME: Central Valley Justice Coalition

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$177,239
Payroll Taxes	0150	\$16,022
Benefits	0200	\$10,117
SUBTOTAL:		\$203,378
SERVICES & SUPPLIES		
Insurance	0250	\$656
Communications	0300	\$1,080
Office Expense	0350	\$3,186
Equipment	0400	\$470
Facilities	0450	\$10,964
Travel Costs	0500	\$4,956
Program Supplies	0550	\$10,000
Consultancy/Subcontracts	0600	\$150
Fiscal & Audits	0650	
Training	0700	\$2,500
Indirect Costs	0750	\$12,660
SUBTOTAL:		\$46,622
TOTAL EXPENSES:		\$250,000

Exhibit B

BUDGET PERSONNEL DETAIL - YEAR 5 (July 1, 2029 – June 30, 2030)

VENDOR NAME:

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested for the Year
Youth Advocacy and Mentorship Program Director	75	12	CA Exempt	\$59,074
Youth Advocacy and Mentorship Program Advocate – Lived Experience Expert	100	12	\$30.41/hr.	\$63,253
Youth Advocacy and Mentorship Program Advocate	100	12	\$26.40/hr.	\$54,912

**Total Salaries/
Wages** **\$ 177,239**

Payroll Taxes

	Percent Months	Amount
FICA @ Social Security 6.2% /Medicare 1.45% of gross salaries)	12	\$13,559
SUI Based on California calculation guidelines @ 1.5%	12	\$315
ETT	12	\$21
CASDI	12	\$2,127
Total Payroll Taxes		\$16,022

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)

Item Total

Health Insurance - \$400/ month in health care stipends

\$4,800

Retirement @ 3% matching

\$5,317

Total Benefit and Retirement

\$10,117

TOTAL SALARIES AND BENEFITS:

\$203,378

Exhibit B

BUDGET DETAIL - YEAR 5 (July 1, 2029 – June 30, 2030)

VENDOR NAME:

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0100 (salaries)	.75 FTE Youth Program Director 1 FT Youth Advocate – lived experience expert 1 FT Youth Advocate	\$59,074 \$63,253 \$54,912	\$177,239
0150 (Payroll Taxes)	CASDI FICA/ MEDICARE SUI ETT	\$2,127 \$13,559 \$315 \$21	\$16,022
0200 (Benefits)	Retirement – IRA 3% match Health Insurance	\$5,317 \$4,800	\$10,117
0250 (Insurance)	Workers Compensation	\$656	\$656
0300 (Communicat ions)	\$30/ month for three cell phones	\$1,080	\$1,080
0350 (Office Expense)	Printing and postage Office equipment and program supplies Subscriptions and memberships	\$250 \$1,508 \$1,428	\$3,186
0400 (Equipment)	Computer equipment and software Phones, Tablets, Devices Furniture & Fixtures	\$120 \$200 \$150	\$470
0450 (Facilities)	Rent	\$10,964	\$10,964
0500 (Travel)	Staff Mileage	\$4,956	\$4,956
0550 (Program Supplies)	\$10,000 to cover expenses for immediate needs for clients, including but not limited to hygiene, hair products, school supplies, clothing, housing costs, household items, food, program incentives.	\$10,000	\$10,000
0600 (Consultants)	Survivor consultant	\$150	\$150

Exhibit B

0700 (Training)	Staff training and development Curriculum	\$2,250 \$250	\$2,500
0750 (indirect costs)		\$12,660	\$12,660
TOTAL EXPENSES			\$250,000

Exhibit B

BUDGET DETAIL NARRATIVE - YEAR 5 (July 1, 2029 – June 30, 2030)

VENDOR NAME: Central Valley Justice Coalition

SALARIES

Youth Advocacy and Mentorship Program Director (0.95FTE)

Director position to carry out Youth AMP activities, supervising Youth Advocates and facilitating training of DSS staff.

Youth Advocacy and Mentorship Program Advocate – Lived Experience (1FTE)

Advocate position to assist with carrying out Youth AMP activities. Includes increased compensation for lived experience, peer leadership duties, and survivor-informed program contributions. Supports equitable pay for specialized qualifications in accordance with trauma-informed and survivor-centered practice standards. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

Youth Advocacy and Mentorship Program Advocate (1FTE)

The Youth Advocate is responsible for managing mentorship case assignments and supporting youth with vulnerabilities who are at risk of exploitation and human trafficking. The Youth Advocate will work directly with youth clients, their families, care providers, schools, and other community organizations and agencies, in order to provide individualized advocacy and support. They will also be responsible for assessing, planning, supporting, implementing, monitoring, and evaluating actions required to intervene and apply harm reduction practices to meet the client's needs. The Youth Advocate will maintain case notes and work with the Youth Program Director to communicate outcomes to DSS. To avoid incurring overtime expenses, staff will utilize a flexible schedule that allows for adjusted hours within the workweek based on program needs.

PAYROLL TAXES

CASDI

Mandatory CA payroll tax (disability insurance 1.2% of gross salaries)

FICA/MEDICARE

Mandatory IRS payroll tax (Social Security 6.2%/ Medicare 1.45% of gross salaries)

SUI

CA unemployment insurance 1.5%

OTHER (ETT)

CA Employment Training Tax .1% of first \$7,000 per employee

BENEFITS

Retirement

Employer contribution of 3% of gross salaries to 401(k) for each employee.

Health Insurance

Pro-rated \$200 per month stipend in lieu of health insurance for Director and \$100 each for 2 Advocate positions.

INSURANCE

Pro-rated allocation of Workers Compensation Insurance coverage for 3 of 7 employees.

COMMUNICATIONS

Cell phone (\$30 each * 3 employees * 12 months) for out of office contact

Exhibit B

OFFICE EXPENSES

Printing / Postage – Materials, including but not limited to, classes, intake, curriculum, flyers
Office, Equipment & Program Supplies – Including, but not limited to, arts and crafts supplies, supplies needed for client files (binders, dividers, folders, paper, hanging files, etc), coloring books, paper, pens, yoga mats, kinetic sand. Pro-rated allocation of subscription for Client Management software

EQUIPMENT

Final year hardware updates, ongoing software costs, and furniture/equipment replacement to ensure continued functionality and compliance.

FACILITIES

CVJC will utilize two designated locations to offer in-person services and program activities to the youth. As of the executed date of this agreement, Downtown office is \$0.97/sq. ft. and City Center is \$1.35/sq. ft. Each location will be utilized on an as-needed basis to meet the needs of the youth being served. Lease agreements for each location are on a month-to-month basis.

TRAVEL

Staff Mileage – Mileage reimbursement for staff travel throughout Fresno County for client support (including educational advocacy, support at Juvenile Justice campus, and in-home support for client and family) @ \$.70 per mile.

PROGRAM SUPPLIES

CVJC will manage a flex account to purchase miscellaneous items or services to help stabilize and support youth and families. Items and services may include but are not limited to: • Emergency gift cards/pay for service (clothing, baby items, hygiene, food, luggage) • Harm reduction activities • Assistance with specialized housing/emergency housing needs for non-minor dependents/ILP youth • Respite support • Stipends for youth to encourage participation in trainings or events Case Consultation and Training • Cultural hair care products/services • Holistic therapeutic activities • Assistance with rent/utilities/ furniture and basic needs or necessities for non-minor dependents/ILP youth • Grounding tools • Tattoo removal

CONSULTANCY/SUBCONTRACTS

For additional consultation fees – 3 hours at \$50/hr.

TRAINING

Ongoing training for program staff including curriculum training (Not a Number, Becoming Me, and Cool Aunt), best practices, case worker, mandated reporter, de-escalation, trauma response, CSEC 101, CSEC 102, Cultural Awareness Class, Screening Tool Training. Materials for Not a Number and Becoming Me and associated printing costs

INDIRECT COSTS

5.33%

Exhibit C

Insurance Requirements

1. Required Policies

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

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

Exhibit C

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

Exhibit C

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

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 D

(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:	