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SERVICE AGREEMENT

This Service Agreement (Agreement) is dated April 7, 2026 and is between WestCare California, Inc. a 501(c)(3) non-profit organization (Contractor), and the County of Fresno, a political subdivision of the State of California (County).

Recitals

A. The County’s Sheriff’s Office (FSO) is required under the State of California’s Advancing and Innovating Medi-Cal (CalAIM) Justice-Involved (JI) Initiative to establish Medi-Cal enrollment and continuity-of-care processes for justice-involved individuals, including targeted pre-release services for in-custody adults and Enhanced Care Management (ECM) upon re-entry into the community. The CalAIM JI Initiative requires each correctional facility to have a Pre-Release Care Coordinator (PRCC), to improve care coordination, continuity of services, and health outcomes for justice-involved individuals.

B. FSO needs PRCC services; specifically, the requirement for embedded care management, care coordination prior to release, behavioral health support, housing linkages, and structured post-release connections to community-based services. These services are critical to reducing recidivism, improving public safety, and ensuring successful reentry for individuals leaving the Fresno County Jail (FCJ).

C. On February 14, 2025, the County issued Request for Proposal (RFP) No. 25-057 seeking qualified vendors to provide the aforementioned services in County custody facilities. Addendum No. One (1) was issued on March 13, 2025. The RFP and Addendum No. 1 are collectively referred to as “the RFP.” Contractor responded to the RFP and was selected to provide services in accordance with the terms of the RFP and Contractor’s response to the RFP.

D. FSO requires stakeholder engagement services to ensure compliance with CalAIM JI requirements and to support implementation of Medi-Cal reentry services in collaboration with County’s Department of Behavioral Health and contracted treatment service provider at FCJ, currently County Agreement No. A-24-634 with California Forensic Medical Group, Inc. dba Wellpath (Wellpath).

1 E. The parties therefore agree as follows:

2 **Article 1**

3 **Contractor's Services**

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

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

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

12 1.4 **CalAIM JI Initiative.** Contractor acknowledges that County is still undergoing
13 implementation of the CalAIM JI Initiative, where pre-release Medi-Cal enrollment strategies are
14 being developed to ensure eligible incarcerated individuals receive a targeted set of services in
15 the 90 days before their release as well as have continuity of coverage upon their release and
16 access to key services to help them successfully return to their communities. Contractor agrees
17 to work with County and its contracted treatment provider at FCJ to transmit information
18 obtained during the Medi-Cal eligibility and intake screening and documented in the County's
19 electronic case management system and contracted treatment provider's electronic health
20 record system (EHR) into CalAIM JI pre-release reentry plans and behavioral health linkages.
21 Contractor shall collaborate with County to share data and establish secure communication
22 between the Contractor's EHR or electronic case management system and the County's CalAIM
23 JI platforms. This data sharing is essential to support CalAIM implementation for detained adults
24 within the time frames established by the California Department of Health Care Services
25 (DHCS). Contractor shall work with County to incorporate additional billing structures that
26 Contractor will need to utilize as a result of this implementation.

27 1.5 Contractor shall apply to be an Enhanced Care Management (ECM) provider with
28 the Fresno County Managed Care Plans (MCPs) within six (6) months of the Effective Date of

1 this Agreement, and be approved as an ECM provider within 18 months of the Effective Date.
2 Once obtained, Contractor must maintain status for the duration of the Agreement term. Should
3 the MCPs open up the application for the Justice-Involved Population of Focus (JI POF) ECM
4 services, Contractor shall apply within six (6) months of the date of the opening of that
5 application.

6 1.6 Contractor acknowledges that County's FCJ is operated as a no hostage facility;
7 therefore, all services provided shall be performed in accordance with FSO's Facility
8 Emergencies Policy, as well as FSO's Visitation Policy, described in Exhibit B to this
9 Agreement. Contractor shall comply with all FCJ's policies, procedures and protocols related to
10 safety and security of detained adults and the FCJ facilities.

11 1.7 **Staffing.** Contractor agrees that prior to providing services under the terms and
12 conditions of this Agreement, Contractor shall have staff hired and in place for program services
13 and operations or County may, in addition to other remedies it may have, suspend referrals or
14 terminate this Agreement, in accordance with Article 5 of this Agreement.

15 1.8 Contractor's staff working at FCJ shall be required to pass a background
16 investigation by FSO. Contractor's staff must obtain mandatory security clearance from FSO, as
17 applicable, prior to commencing work. Contractor shall notify FSO a minimum of three (3) weeks
18 in advance of placement of a new employee to provide adequate time for the background check
19 process. Contractor shall also provide adequate time for employees/staff to attend facility
20 orientation and training by FSO, as applicable.

21 (A) County maintains the right to veto the use or employment of any of Contractor's
22 employees/staff on-site at FCJ provided by Contractor under the direction of Contractor.
23 Contractor shall also remove any of Contractor's employees/staff on-site at FCJ and
24 replace that employee/staff in a timely manner without limitation, when requested by
25 FSO. The application for access to the FCJ is attached as Exhibit C "FCJ Application for
26 Facility Access."

27 (B) Contractor shall observe all applicable FSO policies and procedures concerning
28 the operation of the FCJ. Contractor's staff shall sign acknowledgements of certain FSO

1 policies and procedures, as applicable and upon FSO's request. Contractor's staff shall
2 abide by the security regulations of the FCJ. Contractor must inform its employees and
3 subcontractors of all such regulations.

4 (C) Each of Contractor's staff entering FCJ facilities shall provide proof of a negative
5 skin test for tuberculosis (TB) within the past six (6) months, or, for positive Purified
6 Protein Derivative (PPD) reactors, initial assessment and yearly assessment for signs
7 and symptoms of disease.

8 (D) Contractor's staff and volunteers shall wear professional attire when providing
9 any services under this Agreement at the FCJ.

10 (E) Contractor shall not allow any of its staff and volunteers into FCJ if it has reason
11 to believe such person is under the influence of alcoholic beverages or drugs.

12 1.9 Contractor shall comply with all Prison Rape Elimination Act (PREA) 42 U.S.C.
13 §15601 et seq. standards for adult correctional facilities and agree to have all staff assigned to
14 FCJ be trained initially and every two (2) years thereafter by FSO, as applicable.

15 1.10 **Confidential Information.** Contractor shall comply with all provisions of Exhibit D,
16 "FCJ Data Security."

17 1.11 **Consistent Federal Income Tax Position.** Contractor acknowledges that the FCJ
18 facilities have been acquired, constructed, or improved (and is situated on land that has been
19 acquired) using net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed
20 Facilities"). Contractor agrees that, with respect to this Agreement and the Bond-Financed
21 Facilities, Contractor is not entitled to take, and shall not take, any position (also known as a
22 "tax position") with the Internal Revenue Service (IRS) that is inconsistent with being a service
23 provider to the County, as a qualified user with respect to the Bond-Financed Facilities, as
24 managed property, as all of those terms used in IRS Revenue Procedure 2017-13, and to that
25 end, for example, and not as a limitation, Contractor agrees that Contractor shall not, in any
26 connection with any federal income tax return that it files with the IRS or any other statement or
27 information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion
28 of the Bond-Financed Facilities, or (b) claim any depreciation or amortization deduction,

1 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed
2 Facilities. The Contractor further acknowledges that providing services provided at FCJ does
3 not entitle the Contractor to have any right to control or exclusively possess all or any portion of
4 any County facility, including FCJ, and at any time, authorized County staff may enter County
5 facilities, including the FCJ, where Contractor is performing services.

6 1.12 FSO's contracted health services provider currently utilizes an electronic case
7 management system (CorEMR) for management of records for adults, and will provide
8 Contractor with access to CorEMR for the purpose of providing linkages for adults upon release.
9 Contractor must utilize their own system to report encounters and statistics related to pre-
10 release reentry services provided to each detained adult.

11 1.13 Contractor shall respond to and process all subpoenas for records, whether or not
12 the Release of Information is directly addressed to County and/or Contractor, so long as the
13 Release of Information is otherwise lawful. Contractor shall provide a quarterly report of all
14 records released to the Sheriff, or designee.

15 1.14 **Meetings.**

16 (A) Administrative Meetings. Contractor shall schedule, facilitate, and hold monthly,
17 or as needed, administrative meetings with County staff and/or designees to evaluate
18 and address statistics, program needs, problems/issues that may arise, and
19 interrelationships between County's FCJ staff and Contractor's staff. Contractor shall
20 provide County staff with statistics in electronic format prior to the meeting.

21 (B) FSO FCJ Meetings. Contractor shall participate in multi-disciplinary meetings at
22 FCJ with FSO staff and FSO's other contracted providers. These meetings include, but
23 shall not be limited to, monthly institutional collaborative meetings and weekly, or as
24 needed, transition meetings for detained adults committed to FCJ and preparing for re-
25 entry into the community. Schedules for these meetings may change based on the
26 needs of FSO.
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1 **Article 2**

2 **Records and Reporting**

3 2.1 **Reports.** Upon request by County, Contractor must provide reports within a
4 reasonable period of time. These reports may include, but are not limited to, reports containing
5 information related to Contractor's performance of this Agreement, for example, specific
6 statistical information or performance-based standards data reports that may be required by
7 FSO for DHCS.

8 2.2 Contractor shall, upon request by County, provide financial cost reports and program
9 information regarding Contractor's or County's claim for/from third party payers, as needed for
10 grant or other funding requirements on behalf of the County. This may include, but is not limited
11 to, CalAIM JI implementation.

12 2.3 If County must substantiate costs for the State or other agency for auditing or other
13 grant or funding purposes, Contractor shall submit financial reports, which shall include all
14 necessary and related costs regarding the providing reentry services to detained adults upon
15 request by County.

16 (A) Additional Reports. Contractor shall also furnish to County such statements,
17 records, reports, data, and other information as County may request pertaining to
18 matters covered by this Agreement. If Contractor fails to provide such reports or other
19 information so required, it shall be deemed sufficient cause for County to withhold
20 monthly payments until Contractor complies. In addition, Contractor shall provide written
21 notification and explanation to County within five (5) days of any funds received from
22 another source to conduct the same services covered by this Agreement.

23 2.4 **Records.** The Contractor shall maintain the following records:

24 (A) Pre-Release Reentry Records.

25 Contractor shall utilize an EHR system to maintain complete and accurate
26 prerelease reentry records, completely and separately, on each individual detained
27 adult, which shall include records of services provided by the various personnel in
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1 sufficient detail to make possible an evaluation of services and contain all the data
2 necessary in reporting to DHCS.

3 All such records shall be maintained pursuant to all applicable standards and
4 laws concerning confidentiality and security of information. Subject to applicable law
5 regarding confidentiality of such records, Contractor shall comply with County's policy
6 regarding access by detained adults and Contractor's staff to records. No information
7 contained in the records shall be released by Contractor except as provided by County's
8 policy, by a court order, or otherwise in accordance with applicable law. All records shall
9 be considered the property of County and shall be retained by County at the termination
10 or expiration of this Agreement.

11 (B) Financial Records.

12 Contractor shall maintain complete and accurate financial records with respect to
13 the services rendered and the costs incurred under this Agreement. All such records
14 shall be prepared in accordance with generally acceptable accounting procedures, shall
15 be clearly identified, and shall be kept readily accessible and available for inspection, as
16 described in Article 11, "Inspection, Audits and Public Records", herein. All such records
17 shall be retained by Contractor and kept accessible for a minimum of seven (7) years, or
18 longer, as required by law, following final payment and termination or expiration of this
19 Agreement. Upon termination or expiration of this Agreement, Contractor shall prepare
20 and submit to County a final cost report relative to compensation provided by County to
21 Contractor under this Agreement.

22 Contractor's obligations under this section 2.4(B) shall survive expiration or
23 termination of this Agreement.

24 2.5 **Monitoring.** County's staff and the DHCS, or their designees, shall have the right to
25 review and monitor records and programs in regard to persons served at any time, as well as
26 the overall operation of Contractor's program, to ensure compliance with the terms and
27 conditions of this Agreement.

1 **Article 3**

2 **County's Responsibilities**

3 3.1 The County shall provide Contractor with access to FSO, including justice-involved
4 individuals within FCJ who meet the eligibility criteria for PRCC services, and facilitate
5 collaboration between FSO, healthcare providers, and other relevant agencies to ensure
6 seamless service delivery.

7 3.2 **Contract Administration.** The County shall designate an FSO project manager to
8 serve as Contractor's primary point of contact, to review required reports, service delivery data,
9 and annual program evaluations, to ensure compliance and provide timely feedback. The
10 County shall provide oversight and collaborate with Contractor and community agencies to help
11 achieve program goals and outcomes. In addition to contract monitoring of program, oversight
12 includes, but not limited to, coordination with DHCS regarding program administration and
13 outcomes. FSO shall be responsible for Agreement administration, evaluation and oversight of
14 the CalAIM programs and services provided by Contractor within FCJ in close coordination with
15 an interdisciplinary team, as applicable.

16 3.3 The County shall participate in evaluating the progress of the overall program and
17 shall be available to Contractor for ongoing consultation. County shall receive and analyze
18 statistical outcome data from Contractor throughout the term of the Agreement on a monthly
19 basis. County shall notify Contractor when additional participation is required. The performance
20 outcome measurement process shall not be limited to survey instruments but shall also include,
21 as appropriate, surveys of persons served and staff, and other methods of obtaining required
22 information.

23 3.4 **Background Checks.** County shall conduct background checks on all personnel
24 that Contractor will assign to work at County's FCJ. The background check will be conducted at
25 Contractor's expense. FSO shall immediately notify Contractor if an employee of Contractor is
26 determined to be unacceptable for admission into the FCJ, or unacceptable to provide these
27 services at any location.

1 3.5 FSO shall have the right to conduct background checks, at any time, as deemed
2 necessary by the Sheriff or their designee, on all personnel Contractor assigns to work at FCJ
3 under this Agreement. Background checks must be completed to the Sheriff's, or their
4 designee's, satisfaction before admission, or continued admission of any such persons into FCJ
5 facilities.

6 3.6 The Sheriff, or their designee, shall have the sole and absolute discretion to refuse
7 admittance of any of Contractor's personnel into or from the FCJ, and to remove any of
8 Contractor's personnel from the FCJ.

9 3.7 The County shall promptly notify Contractor if any of Contractor's personnel are
10 found to be unacceptable for admission into FCJ facilities, and upon such notice, Contractor
11 shall immediately refuse admittance of such person(s) to the FCJ.

12 3.8 The County, at no charge to Contractor, shall provide Contractor's staff assigned to
13 the FCJ, and allow admittance by the County as provided herein, with vendor identification
14 badges, for performance of services under this Agreement.

15 3.9 The County shall provide direction to Contractor's staff in the event of a disturbance
16 inside FCJ facilities.

17 3.10 Pursuant to federal regulations 28 CFR §115.332, FSO shall provide training to
18 Contractor's staff regarding their responsibilities under the FSO's sexual abuse and sexual
19 harassment prevention, detection, and response policies and procedures.

20 **Article 4**

21 **Compensation, Invoices, and Payments**

22 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
23 the performance of its services under this Agreement as described in Exhibit E to this
24 Agreement, titled "FCJ PRCC Budget." The Contractor is not entitled to any compensation
25 except as expressly provided in Exhibit E.

26 4.2 **Maximum Compensation.** For the period of April 7, 2026, through March 31, 2027,
27 the annual compensation paid to the Contractor shall not exceed \$985,708. For the period of
28 April 1, 2027, through March 31, 2028, the annual compensation paid to the Contractor shall not

1 exceed \$1,000,338. If performance standards are met and this Agreement is extended for an
2 additional one-year period pursuant to Article 5, then for the period of April 1, 2028, through
3 March 31, 2029, the annual compensation paid to the Contractor shall not exceed \$1,042,842.

4 **4.3 Total Maximum Compensation.** In no event shall total maximum compensation
5 paid to Contractor for services performed under this Agreement exceed \$3,028,888. The
6 Contractor acknowledges that the County is a local government entity, and does so with notice
7 that the County's powers are limited by the California Constitution and by State law, and with
8 notice that the Contractor may receive compensation under this Agreement only for services
9 performed according to the terms of this Agreement and while this Agreement is in effect, and
10 subject to the maximum amount payable under this section. The Contractor further
11 acknowledges that County employees have no authority to pay the Contractor except as
12 expressly provided in this Agreement.

13 **4.4 CalAIM JI PRCC Services Medi-Cal Claiming.** The Contractor shall directly bill
14 DHCS or the applicable Medi-Cal Managed Care Plan (MCP) for services delivered to eligible
15 individuals at the FCJ. Contractor shall maximize the Medi-Cal billing reimbursement by
16 claiming all possible Medi-Cal services and correcting denied services for resubmission as
17 needed. The County shall not be responsible for reimbursing services that are billable to Medi-
18 Cal. Any and all audit exceptions resulting from the provision and reporting of Medi-Cal billable
19 services by Contractor shall be the sole responsibility of Contractor. If Contractor fails to
20 generate the Medi-Cal revenue amounts set forth in Exhibit E, County shall not be obligated to
21 pay the difference between the amounts and the actual amounts generated.

22 **4.5 Invoices.** The Contractor shall submit monthly invoices to:
23 Sheriff.payables@fresnosheriff.org. Each invoice shall specifically identify this Agreement
24 number and shall include the amount due for compensation as identified in Exhibit E. Contractor
25 shall maintain adequate supporting documentation in detail to permit tracing transactions from
26 the invoice to the accounting records, which shall be attached to each invoice. Supporting
27 documentation includes but is not limited to: list of positions funded, documentation of staff
28 hours (e.g., timesheets, time tracking reports, etc.), number of participants served, service

1 categories, and receipts for invoiced services and supplies. The Contractor shall submit each
2 invoice within fifteen (15) days after the month in which the Contractor performs services and in
3 any case within thirty (30) days after the end of the term or termination of this Agreement. At the
4 discretion of the County's Sheriff or designee, County shall have the right to withhold payment
5 until an invoice is corrected to the County's satisfaction.

6 4.6 Contractor must report the Medi-Cal revenue generated by billing PRCC services in
7 each monthly invoice and provide supporting documentation. In addition, Contractor shall
8 submit monthly invoices for reimbursement that equal the amount due less any revenue
9 collected from the monthly invoice reimbursements.

10 4.7 Contractor shall submit monthly staffing reports that identify all direct service and
11 support staff, applicable licensure/certifications, and full-time hours worked to be used as a
12 tracking tool to determine if Contractor's program is staffed according to the services provided
13 under the Agreement.

14 4.8 Travel shall be reimbursed based on actual expenditures, and reimbursement shall
15 be pursuant to Contractor's adopted travel procedures, not to exceed Federal Internal Revenue
16 Services (IRS) published mileage rates and General Services Administration (GSA) published
17 per diem rates.

18 4.9 **Payment.** The County shall pay each correctly completed and timely submitted
19 invoice within 45 days after receipt, verification and approval by County. The County shall remit
20 any payment to the Contractor's address specified in the invoice. All final invoices and/or any
21 final budget modification requests shall be submitted by Contractor within sixty (60) days
22 following the final month of service for which payment is claimed. No action shall be taken by
23 County on claims submitted beyond the sixty (60) day closeout period.

24 4.10 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
25 expenses that are not specified as payable by the County under this Agreement.
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1 **Article 5**

2 **Term of Agreement**

3 5.1 **Term.** This Agreement is effective on April 7, 2026, and terminates on March 31,
4 2028, except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
5 below.

6 5.2 **Extension.** The term of this Agreement may be extended for no more than one (1)
7 one-year period only upon written approval of both parties at least 30 days before the first day of
8 the one-year extension period. The Sheriff or their designee is authorized to sign the written
9 approval on behalf of the County based on the Contractor's satisfactory performance. The
10 extension of this Agreement by the County is not a waiver or compromise of any default or
11 breach of this Agreement by the Contractor existing at the time of the extension whether or not
12 known to the County.

13 **Article 6**

14 **Notices**

15 6.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Sheriff
19 County of Fresno
20 2200 Fresno Street
21 Fresno, CA 93721
22 Sheriff.payables@fresnosheriff.org and Jack.Rocha@fresnosheriff.org

23 **For the Contractor:**

24 Chief Operations Officer
25 WestCare California, Inc.
26 1900 N. Gateway Blvd.
27 Fresno, CA 93727
28 shawn.jenkins@westcare.com

6.2 **Change of Contact Information.** Either party may change the information in section
6.1 by giving notice as provided in section 6.3.

6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
for or permitted under this Agreement must be in writing, state that it is a notice provided under
this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service or by Portable Document Format (PDF) document
2 attached to an email.

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

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

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

11 6.4 A notice delivered by PDF document attached to an email is effective when
12 transmission to the recipient is completed (but, if such transmission is completed outside of
13 County business hours, then such delivery is deemed to be effective at the next beginning of a
14 County business day), provided that the sender maintains a machine record of the completed
15 transmission.

16 6.5 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 7**

21 **Termination and Suspension**

22 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 30 days' advance written notice to the
25 Contractor, may:

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

27 (B) Terminate this Agreement.

28 7.2 **Termination for Breach.**

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

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

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

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

13 **7.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County may terminate this Agreement by giving at least 30 days advance written notice to the
15 Contractor.

16 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 7 is without penalty to or further obligation of the County.

18 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 7, the County may demand repayment by the Contractor of any monies disbursed to the
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 **Article 8**

24 **Independent Contractor**

25 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,
26 agents, employees, and volunteers, is at all times acting and performing as an independent
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
28 venturer, partner, or associate of the County.

1 **Article 11**

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

3 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 11.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
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1 11.4 This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California Public Records
3 Act (California Government Code, Title 1, Division 10, beginning with section 7920.000)
4 (“CPRA”).

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

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

12 11.5 **Public Records Act Requests.** If the County receives a written or oral request
13 under the CPRA to publicly disclose any record that is in the Contractor’s possession or control,
14 and which the County has a right, under any provision of this Agreement or applicable law, to
15 possess or control, then the County may demand, in writing, that the Contractor deliver to the
16 County, for purposes of public disclosure, the requested records that may be in the possession
17 or control of the Contractor. Within five business days after the County’s demand, the
18 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor’s
19 possession or control, together with a written statement that the Contractor, after conducting a
20 diligent search, has produced all requested records that are in the Contractor’s possession or
21 control, or (b) provide to the County a written statement that the Contractor, after conducting a
22 diligent search, does not possess or control any of the requested records. The Contractor shall
23 cooperate with the County with respect to any County demand for such records. If the
24 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
25 CPRA or other applicable law, it must deliver the record or data to the County and assert the
26 exemption by citation to specific legal authority within the written statement that it provides to
27 the County under this section. The Contractor’s assertion of any exemption from disclosure is
28 not binding on the County, but the County will give at least 10 days’ advance written notice to

1 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
2 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
3 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
4 failure to produce any such records, or failure to cooperate with the County with respect to any
5 County demand for any such records.

6 **Article 12**

7 **Disclosure of Self-Dealing Transactions**

8 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
9 or changes its status to operate as a corporation.

10 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
11 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
12 "Self-Dealing Transaction Disclosure Form" (Exhibit G to this Agreement) and submitting it to
13 the County before commencing the transaction or immediately after.

14 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
15 a party and in which one or more of its directors, as an individual, has a material financial
16 interest.

17 **Article 13**

18 **General Terms**

19 13.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
20 Agreement may not be modified, and no waiver is effective, except by written agreement signed
21 by both parties. The Contractor acknowledges that County employees have no authority to
22 modify this Agreement except as expressly provided in this Agreement.

23 In addition, changes to expense category (i.e., Personnel & Fringe, Supplies, Vehicle, etc.)
24 subtotals as set forth in Exhibit E, provided such changes do not exceed ten percent (10%) of
25 the maximum compensation payable to Contractor may be made before March 31, 2028. All
26 such modifications require prior written approval of the Sheriff or their designee and shall not
27 result in any increase to the total maximum compensation payable under this Agreement.

1 13.2 **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.

3 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
4 or related to this Agreement.

5 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
6 County, California. Contractor consents to California jurisdiction for actions arising from or
7 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
8 brought and maintained in Fresno County.

9 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
12 against either party.

13 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

14 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
15 only and are not part of this Agreement.

16 13.8 **Severability.** If anything in this Agreement is found by a court of competent
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
20 intent.

21 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
22 not unlawfully discriminate against any employee or applicant for employment, or recipient of
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
26 all applicable State of California and federal statutes and regulation.

27 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
28 of the Contractor under this Agreement on any one or more occasions is not a waiver of

1 performance of any continuing or other obligation of the Contractor and does not prohibit
2 enforcement by the County of any obligation on any other occasion.

3 **13.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
4 between the Contractor and the County with respect to the subject matter of this Agreement,
5 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
6 publications, and understandings of any nature unless those things are expressly included in
7 this Agreement. If there is any inconsistency between the terms of this Agreement without its
8 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
9 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
10 exhibits.

11 **13.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
12 create any rights or obligations for any person or entity except for the parties.

13 **13.13 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

19 **13.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
20 electronic signature as provided in this section.

21 (A) An “electronic signature” means any symbol or process intended by an individual
22 signing this Agreement to represent their signature, including but not limited to (1) a
23 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
24 electronically scanned and transmitted (for example by PDF document) version of an
25 original handwritten signature.

26 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
27 equivalent to a valid original handwritten signature of the person signing this Agreement
28 for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

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

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

13 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

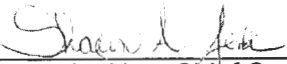
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The parties are signing this Agreement on the date stated in the introductory clause.

WESTCARE CALIFORNIA, INC.,
a CA 501c3 not-for-profit corporation

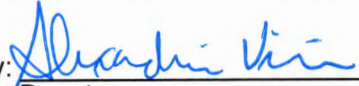
COUNTY OF FRESNO


Shawn Jenkins, Chief Operations Officer
Resolution WCCA 2026-01


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

1900 N. Gateway Blvd.
Fresno, CA 93727

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

By: 
Deputy

For accounting use only:

Org No.: 31116303
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

1. Background

California Statute AB-133 Health; Chapter 143, Statutes 2021 mandated counties to implement the following components for their correctional facilities (CF) no earlier than October 1, 2024, and no later than September 30, 2026, as it relates to care coordination and re-entry planning:

- a. Screen detainees who meet specific clinical criteria (e.g., pregnant, chronically ill, or behavioral health needs) in the 90 days prior to re-entry to stabilize their health, assess their health, social, and economic needs, and provide intensive care management to prepare for a successful re-entry into the community.
- b. Provide "warm handoffs" to health care providers to ensure that inmates/detainees who require behavioral and other health care services, medications, and other medical equipment (e.g., a wheelchair), have what they need upon re-entry.
- c. Offer intensive, community-based care coordination for individuals at re-entry, including through Enhanced Care Management, when eligible.
- d. Make Community Supports (e.g., housing or food support) available upon re-entry if offered by their managed care plan.

The California Department of Health Care Services (DHCS)' [Policy and Operation Guide for Planning and Implementing CalAIM Justice-Involved Reentry Initiative](#), and its updates, provides a comprehensive outline of implementation and compliance program requirements.

2. Definitions

The following definitions are sourced from DHCS policy and will be used for purposes of defining pre-release care coordinator responsibilities.

- a. **CorEMR** – Wellpath's electronic health record (EHR)
- b. **SmartCare** – Fresno County Department of Behavioral Health (DBH)'s EHR

Exhibit A

- 1 c. **Receiving Screening** – A Wellpath screening that is conducted for all adults
2 who are booked into the FCJ in Fresno County within 72 hours. The receiving
3 screening is a comprehensive assessment that covers physical health,
4 mental health, and substance use disorder.
- 5 d. **Health Needs Assessment 1115 (HNA 1115)** – The set of questions
6 developed by Wellpath to supplement their existing receiving screening to
7 meet CalAIM requirements for the Health Risk Assessment.
- 8 e. **Health Risk Assessment (HRA)** - Must be completed by the care manager
9 within five days of JI aid code activation for the embedded model. The HRA is
10 a comprehensive assessment of an individual's needs, including physical
11 health, mental health, and substance use disorder. It is used to inform the
12 reentry care plan and appropriate behavioral health links and referrals.
- 13 f. **Reentry Care Plan** – Pre-release care managers must develop a person-
14 centered reentry care plan for all individuals receiving pre-release care
15 management (CalAIM JI Policy and Operations Guide, page 11). The reentry
16 care plan shall be based off of the HRA, developed with the individual,
17 completed and overseen by a licensed professional, and completed within 14
18 days of JI aid code activation.
- 19 g. **Pre-Release Care Manager** – The person who will act as the primary point of
20 contact to ensure whole-person reentry services are provided as outlined by
21 the CalAIM JI policy. The care manager will work, as appropriate, with other
22 providers, including CF providers, post-release ECM Providers (if different
23 than the pre-release care manager), county behavioral health agency
24 providers, and community-based resources. Source: CalAIM JI Policy and
25 Operations Guide, page 11
- 26 h. **Managed Care Plan (MCP)** – Medi-Cal contracts for health care services
27 through established networks of organized systems of care, which emphasize
28 primary and preventive care. Managed care plans are a cost-effective use of

Exhibit A

1 health care resources that improve health care access and assure quality of
2 care. (CalAIM JI Policy and Operations Guide, page 10). In Fresno County,
3 as of 2025, the MCPs are CalViva, Anthem, and Kaiser Permanente.

- 4 i. **MCP Justice-Involved (JI) Liaison** – An individual or a team (i.e., a live
5 person not an automated hotline) who will be available to support correctional
6 facilities, pre-release care managers, and/or ECM providers as needed.
7 (CalAIM JI Policy and Operations Guide, page 10). In Fresno County, as of
8 2025, the MCP JI Liaison contacts are as follows:

- 9 1) CalViva: SM_justiceinvolvedliaison@HealthNet.com or call (800)
10 526-1898
11 2) Anthem: ecm_ji_liaison@anthem.com or call (833) 884-0385
12 3) Kaiser Permanente: Ji-Liaison@kp.org or call 626-405-5386

- 13 j. **ECM Lead Care Manager** – A member’s designated care manager for ECM,
14 who works for the ECM Provider. The Lead Care Manager operates as part
15 of the member’s care team and is responsible for coordinating all aspects of
16 ECM and referrals for any Community Supports. To the extent a member has
17 other care managers, the Lead Care Manager will be responsible for
18 coordinating with those individuals and/or entities to ensure a seamless
19 experience for the member and non-duplication of services. Source: CalAIM
20 JI Policy and Operations Guide, page 9

- 21 k. **ECM provider** – A Provider of ECM. ECM Providers are community-based
22 entities with experience and expertise providing intensive, in-person care
23 management services to individuals in one or more of the Populations of
24 Focus for ECM. Source: CalAIM JI Policy and Operations Guide, page 9

- 25 l. **Justice-Involved ECM Provider, or JI ECM Provider** – An ECM Provider
26 that meets the minimum requirements to be considered a JI ECM Provider,
27 as defined in this Guide. JI ECM Providers may serve as in-reach pre-release
28 care managers and/or post-release ECM Providers for justice involved

Exhibit A

1 individuals enrolled in an MCP. Source: CalAIM JI Policy and Operations
2 Guide, page 10

3 m. **Warm Handoff** – An in-person or telehealth visit between the incarcerated
4 adult, pre-release care manager, and post-release ECM provider, during
5 which the team reviews and updates the HRA and reentry care plan with the
6 member, provides education on the reentry care plan and reentry services,
7 modifies the reentry care plan based on new knowledge of community
8 resources or input from the member, and obtains necessary consents for
9 information sharing. If it did not happen prior to the warm handoff, the pre-
10 release care manager shall share the reentry care plan and all other
11 appropriate records with the post-release ECM provider during this meeting.
12 Source: CalAIM JI Policy and Operations Guide, page 144

13 n. **Individuals Transitioning from Incarceration Population of Focus (PoF)**
14 – All incarcerated adults transitioning from an adult jail/prison or transitioned
15 from being in an adult jail/prison within the past 12 months meet the criteria
16 for this ECM population of focus. Source and additional information: CalAIM
17 Enhanced Care Management Policy Guide, starting page 33

18 o. **Embedded Care Management Model** – The CF uses existing processes to
19 assign the pre-release embedded care manager. If MCP assignment is
20 known, the pre-release care manager must reach out to the MCP JI Liaison
21 at the MCP to which the individual is assigned. MCP JI Liaison assigns the
22 post-release ECM provider and communicates assignment to the CF. If the
23 MCP assignment is unknown, the CF must use the MCP Provider Directory
24 from a MCP in the county to which the individual will be released to reach out
25 to a JI ECM provider and assign the individual a post-release ECM provider;
26 in this case, the CF must communicate post-release ECM provider to MCP,
27 once assigned. Source: DHCS Justice-Involved Reentry and ECM Providers
28 – Technical Assistance Session, April 16, 2025

Exhibit A

1 p. **In-Reach Care Management Model** – If MCP assignment is known, the CF
2 reaches out to the MCP JI Liaison at the assigned MCP. The JI liaison then
3 assigns an in-reach pre-release care manager and communicates that
4 assignment to the CF. The in-reach pre-release care manager then continues
5 to serve as the individual’s ECM provider post-release. If MCP assignment is
6 unknown, the CF uses the MCP Provider Directory from a MCP in the county
7 of release to assign the individual an in-reach pre-release care manager who
8 will become the post-release ECM provider. The CF then communicates the
9 post-release ECM provider to MCP after assignment. Source: DHCS Justice-
10 Involved Reentry and ECM Providers – Technical Assistance Session, April
11 16, 2025

12 q. **Mixed Care Management Model (Embedded / In-reach Provider)** – Pre-
13 release care management services are delivered by an embedded care
14 manager and an in-reach care manager, with the CF delegating tasks to the
15 in-reach care manager. Post-release ECM services are then delivered by the
16 same community-based JI ECM provider that served the individual during the
17 pre-release period. In this case, the CF will be required to implement a warm
18 handoff between the pre-release care manager, post-release ECM provider,
19 and individual at the time the in-reach provider is expected to begin working
20 with the individual. Reentry meeting (if the warm hand-off occurred more than
21 30 days prior to release): the reentry-focused meeting between the in-reach
22 care manager and the individual must take place prior to release, focused on
23 reentry in the community. Source: DHCS Justice-Involved Reentry and ECM
24 Providers – Technical Assistance Session, April 16, 2025

3. Implementation Timeline

25 To meet CalAIM JI initiative go-live dates established by the County, the Contractor
26 will begin providing pre-release care coordination and case management services
27 within the FCJ no later than September 30, 2026, or the service start date as
28

Exhibit A

1 approved by the State. Active participation in the planning and implementation of
2 requirements, including participation as a member at County's CalAIM JI meetings,
3 shall begin upon the Effective Date.

- 4 a. Begin implementation upon Effective Date.
- 5 b. Complete planning, staffing, and licensing activities within six (6) months of
6 Effective Date.
- 7 c. Commence direct service delivery no later than September 30, 2026.

4. Target Population

8 Adults detained at FCJ who have been identified by County as having been enrolled
9 in Medi-Cal coverage and eligible for CalAIM JI pre-release services and behavioral
10 health links. Adults will have a pre-release services aid code.

5. Location of Services

- 12 a. Community site office.
- 13 b. Public community locations where services shall be provided in a safe and
14 structured setting.
- 15 c. FCJ, for in-custody adults.

16 All services at FCJ shall be face-to-face, contingent on access as determined by
17 custody protocols, staffing levels, and potential operational delays. For
18 community-based services, face-to-face engagement remains the preferred
19 modality. Remote services may be utilized more broadly to support ongoing
20 contact with transient adults, safeguard staff, and ensure continuity of care.
21 Remote delivery will be applied as appropriate to maintain engagement when in-
22 person access is not feasible. Community-based locations shall take into
23 consideration proximity to major public transportation and freeways.

6. Hours of Operation

25 Program will operate Monday through Friday, 8 AM to 4 PM. Detained adults at FCJ
26 have a variety of programming scheduled throughout the week including, behavioral
27 health treatment and cognitive-behavior therapy sessions, and family visitation
28 among others. With the limited schedule throughout normal business hours,

Exhibit A

1 Contractor shall be committed to partnering with FSO to navigate the schedule and
2 ensure adults have the opportunity to participate in services.

3 **7. Description of Services**

4 a. Pre-Release Care Coordination and Case Management

- 5 i. Obtain and review Health Risk Assessments completed by the
6 County's contracted correctional healthcare provider.
- 7 ii. Meet with the incarcerated individual to develop individualized
8 Reentry Care Plans addressing medical, behavioral health, housing,
9 employment, education, and social service needs within seven days
10 of JI aid code activation, pending DHCS confirmation.
- 11 iii. Utilize the JI Portal to identify the individual's assigned MCP while
12 developing the reentry care plan.
- 13 iv. Ensure reentry care plan is overseen and completed by a licensed
14 professional.
- 15 v. Coordinate with the relevant MCP's JI Liaison to identify the
16 individual's assigned ECM Lead Care Manager.
- 17 vi. Document the reentry care plan in Contractor's EHR and share with
18 County and Wellpath for review.
- 19 vii. Coordinate with Wellpath and County to ensure that a physical copy
20 of the individual's reentry care plan is included in their reentry packet
21 upon release.
- 22 viii. Share the reentry care plan with the relevant MCP and post-release
23 ECM provider within seven days of JI aid code activation.
- 24 ix. Provide care coordination and warm handoffs to community-based
25 providers prior to release.
 - 26 1. Set up a time for the PRCC to meet with the individual and the
27 post-release ECM Lead Care Manager in-person or via
28 telehealth to review the reentry care plan, update it as needed
with the individual, provide education on reentry services as
needed, and obtain any necessary consents for information
sharing.
 2. Share the reentry care plan with the post-release ECM Lead
Care Manager during or prior to the ECM warm handoff.

Exhibit A

- 1 3. In the case of an unexpected release, share the reentry care
2 plan and other relevant information with the assigned MCP
3 and ECM Lead Care Manager within one business day of
4 release.
- 5 4. In the case of an unexpected release, ensure that a warm
6 handoff with the ECM Lead Care Manager occurs in-person or
7 via telehealth within the first week post-release.
- 8 x. Ensure transportation to scheduled appointments once post-release is
9 arranged.
- 10 xi. Deliver follow-up support for up to 28 days post-release to confirm
11 linkage and service engagement. Work with ECM provider to
12 reschedule missed appointments as soon as possible.
- 13 xii. If the individual does not yet have an assigned MCP, Contractor must
14 use a MCP Provider Directory for the county to which the individual
15 will be released to contact and assign a Post-Release JI ECM
16 Provider. Contractor may contact the MCP JI Liaison in the county to
17 which the individual will be released for assistance.
- 18 b. Collaboration and Integration
- 19 i. Participate in/convene multidisciplinary team conferences with the
20 County's contracted correctional healthcare provider to coordinate
21 detainee needs.
- 22 ii. Obtain and maintain authorized access to EHR systems for care
23 coordination, ensuring compliance with HIPAA and applicable laws.
- 24 iii. Attend Fresno County CalAIM Justice-Involved Initiative meetings and
25 other required county meetings, providing input and program updates.
- 26 c. Medi-Cal Enrollment and Billing
- 27 i. Obtain and maintain Medi-Cal fee-for-service provider status to bill
28 DHCS for pre-release services, including necessary licensing for
incarcerated populations.
- ii. Document and bill for the reentry care plan and care coordination for
the ECM warm handoff at minimum.
- iii. Submit monthly reports with the following data elements:
 1. Claims volume w/ breakdown by procedure code/modifier
 2. Clean claims rate

Exhibit A

- 1 3. Claims rejection and denial rates
- 2 4. Denials report - This report should provide a breakdown of
- 3 denials by reason and frequency. This provides insight into
- 4 how many claims are denied because the proper modifier
- 5 wasn't used, how many weren't submitted in a timely manner,
- 6 etc.
- 7 5. Reimbursement lag time
- 8 6. Claims by service categories
- 9 7. 30d/60d/90d aging report
- 10 8. Collection rate

11 d. Cultural and Linguistic Competency

- 12 i. Provide services consistent with National CLAS Standards, including
- 13 access to bilingual staff and interpretation services.
- 14 ii. Ensure cultural sensitivity, diversity, and inclusion in all service
- 15 delivery.

16 8. Staffing and Program Administration

- 17 a. Staff program with six (6) Lead Care Managers, one (1) ECM Clinical
- 18 Consultant, one (1) Program Director, one (1) Data Billing Specialist, subject
- 19 to County approval.
- 20 b. Ensure that all personnel employed in the performance of the Agreement
- 21 possess the required expertise, skill, and professional competence to perform
- 22 their duties.
- 23 c. A licensed professional (e.g., Registered Nurse care manager or Licensed
- 24 Clinical Social Worker) must participate in and oversee the completion of the
- 25 reentry care plan. Unlicensed staff may support completion by, for example,
- 26 obtaining records and consent for information sharing or completing health-
- 27 related social needs and functional needs assessments.
- 28 d. Ensure all personnel meet training and background check requirements prior
- to providing services.

9. Confidentiality and Records

- a. Maintain all client records in compliance with HIPAA, 42 CFR Part 2, and
- applicable state and federal privacy laws.

Exhibit A

- 1 b. Obtain written consent prior to disclosure of client information, with all
2 releases documented in the client record.

10. Other Requirements

- 3 a. Adhere to all FCJ policies and FSO policies, and any changes or updates to
4 such policies. A background investigation shall be completed for all staff
5 involved.
6 b. Current FSO policies may be reviewed at
7 <https://publicinfo.fresnosheriff.org/docs/Browse.aspx?dbid=0&repo=SheriffPublic&cr=1>.
8 c. Sign a No Hostage Policy Acknowledgement and complete Prison Rape
9 Elimination Act (PREA) training.
10

11. Outcomes and Reports

- 11 a. Contractor shall provide Outcome Measures and Statistical Data reports on a
12 monthly, quarterly, and annual basis to cover the following at minimum, and
13 may be adjusted periodically as needed by Contractor and FSO:
14
15 i. Goal 1: Reduce the risk of recidivism by expanding and enhancing the
16 capacity of care coordination and reentry planning services in Fresno
17 County.
18
19 1. Objective 1.1: By September 2028, provide pre-release care
20 provider services to 1,500 adult inmates per year of the
21 Agreement. Individuals will receive integrated
22 screening/assessment, pre-release connection and “warm
23 handoffs”, intensive community-based care coordination and
24 management, and community support.
25 2. Objective 1.2: By September 2028, 90% of the participants
26 engaged in the program will have a reentry care plan as
27 documented by the client record.
28

Exhibit A

- 1 3. Objective 1.3: By September 2028, 85% of participants will
2 receive a linkage to community-based services as measured
3 by their managed care plan.
- 4 4. Objective 1.4: By September 2028, 70% of participants will be
5 surveyed regarding the program and its services, as measured
6 by Participant Surveys. Contractor will compile the feedback
7 and use to inform and improve future program services.
- 8 5. Objective 1.5: By September 2028, 70% of community
9 partners will be surveyed regarding the program and its
10 services, as measured by Stakeholder Surveys distributed
11 annually. Contractor will compile the feedback and use to
12 inform and improve future program services.

- 13 ii. Goal 2: Improve the behavioral and social factors that contribute to
14 recidivism among participants receiving care coordination and reentry
15 planning services in Fresno County.

- 16 1. Objective 2.1: By September 2028, 60% of participants with an
17 SUD and/or mental health diagnosis will receive linkage to a
18 community SUD/MH treatment provider as measured by their
19 managed care plan.
- 20 2. Objective 2.2: By September 2028, 60% of participants will
21 receive coordination for vocational programs or employment
22 agencies as measured by the reentry plan.
- 23 3. Objective 2.3: By September 2028, 70% of participants served
24 will receive linkages to housing services in the community.

b. FSO Data Reporting Requirements

- 25
- 26 i. Contractor shall provide data/statistics, i.e., number of adults served,
27 type of adults served – detained or released adults, referrals made,
28

Exhibit A

adults who decline services, on a monthly, quarterly, and annual basis and other reports, as requested by FSO.

ii. Additional reporting includes but is not limited to:

1. Monitor Medi-Cal approvals and ECM enrollment status.
2. Track completion of assessments, warm handoffs, and follow-ups.
3. Conduct quality assurance (QA) checks for CorEMR and EHR entries.
4. Provide updates to County leadership on a regular basis.
5. Track post-release outcomes and continuity of care.

iii. Report formatting will follow departmental need.

iv. Contractor and FSO shall work collaboratively together to develop and implement further data collection and outcome measurements, and may adjust such data and outcomes periodically throughout the duration of this Agreement, as needed, to best measure the effectiveness of the services as determined by Contractor and FSO.

Facility Emergencies

400.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a plan to appropriately respond to emergencies within the facilities and to ensure all personnel receive timely training in emergency response. This policy is intended to protect the community, employees, visitors, incarcerated people, and all others who enter the jail facilities, while allowing the facilities to fulfill their primary purpose.

400.2 POLICY

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

400.3 PROCEDURE

The Jail Operations Bureau Commander shall develop, publish, and review emergency response plans that address the following (15 CCR 1029(a)(7)):

- (a) Medical Emergencies
- (b) Fires
- (c) Escapes
- (d) Disturbances/riots
- (e) Taking of hostages
- (f) Mass arrests
- (g) Natural disasters
- (h) Periodic testing of emergency equipment
- (i) Storage, issue, and use of weapons, ammunition, chemical agents, and related security devices
- (j) Other emergencies as needs are identified

Emergency response plans are intended to provide staff with guidelines and training to minimize the severity of emergency events that may threaten facility security or compromise the safety of staff, incarcerated persons, or the community.

Emergency response plans are intended to provide information on specific assignments and tasks for personnel, which include individuals and emergency departments to be notified.

Exhibit B
Fresno County Sheriff's Office
Custody Policy Manual

Facility Emergencies

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The emergency response plans should include procedures for:

- Continuing to house incarcerated persons in the facilities.
- Identifying alternative facilities outside the boundaries of the emergency and the potential capacity of those facilities.
- Incarcerated person transportation options.

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1
2 The emergency response plans shall be made available as needed to the staff and volunteers
3 working in the facilities.

4 The on-duty Watch Commander shall personally notify the Jail Operations Bureau Commander
5 of any serious or major incident occurring within the Jail facilities or involving Custody Division
6 employees.

7 All requests for emergency medical services (EMS) and/or fire department response shall be
8 directed to the respective facility Central Control, who will then contact the appropriate dispatching
9 center.

10 **400.4 MEDICAL EMERGENCIES**

11 Most injuries and illnesses that occur within the confines of the facilities can be treated and
12 evaluated by on-site medical staff (e.g., seizures, broken fingers or toes, injuries sustained during
13 an altercation, etc.). Medical staff is promptly notified whenever an incarcerated person is in need
14 of urgent medical care.

15 Obvious, life-threatening medical emergencies that pose an immediate threat to a person's long-
16 term health or life require immediate intervention and transport to a hospital for life-saving
17 treatment.

18 **400.4.1 RESPONSE TO MEDICAL EMERGENCIES**

19 Upon identifying a potential medical emergency, staff must immediately notify the on-site medical
20 personnel. Correctional staff shall begin administering first aid, including CPR if applicable, when
21 safe and appropriate to do so.

22 Correctional staff trained in first aid should provide initial care within the scope of their training
23 until medical staff arrive. This may include:

- 24 • Performing CPR if the individual is unresponsive and not breathing
- 25 • Using an automated external defibrillator (AED) if available and appropriate
- 26 • Controlling bleeding with direct pressure

27 Placing the individual in a recovery position if unconscious but breathing

28 **400.4.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

When correctional staff is advising Central Control of the need for an emergency medical
response, the information provided should contain the following:

- (a) Location needing response
- (b) Type of emergency (i.e., possible stroke, overdose, etc.)
- (c) Number of affected incarcerated people
- (d) Any unusual safety or security concerns
- (e) If and when CPR is being administered

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1
2 Any additional specific equipment requested (i.e., stryker chair, wheelchair, AED, etc.)

3 400.4.3 ADMINISTRATIVE NOTIFICATIONS

4 As soon as practicable, the Watch Commander or a responsible staff member shall notify the Jail
5 Operations Bureau Commander, who shall notify the Sheriff.

6 400.4.4 REPORTING

7 The Jail Operations Bureau Commander or the Watch Commander shall direct that a report be
8 written detailing the incident by the end of the shift. If appropriate, a crime report will also be
9 prepared by the responding enforcement personnel.

9 400.4.5 DEBRIEFING

10 The Watch Commander and the Sergeant assigned to the facility where the medical emergency
11 occurred shall determine if a debriefing is necessary based on the nature and outcome of the
12 incident.

13 If a debriefing is conducted, all responding staff, including Jail Medical, shall participate as soon
14 as practicable after the conclusion of the emergency. The purpose of the debriefing is to promote
15 continuous improvement and ensure a more effective response to future incidents. The discussion
16 should focus on:

- 17 • Which actions were effective.
- 18 • Which actions were less successful.
- 19 • What improvements can be made for future responses.

20 The goal of any debriefing process is continuous improvement. The debriefing should be focused
21 on the incident and an improved response.

22 **400.5 FACILITY LOCKDOWN**

23 Once aware of any significant incident endangering the security of the facilities (e.g., a riot
24 or hostage situation) staff shall immediately notify the Watch Commander, via their chain of
25 command. The Watch Commander may determine whether to order a partial or full lockdown of
26 the facilities and shall notify the Jail Operations Bureau Commander as soon as practicable.

27 If a lockdown is ordered, all incarcerated persons will be directed back to their housing location.
28 All incarcerated persons in transit within the facilities will either be escorted back to their housing
or to another secure location (e.g., holding cell). Any staff not directly involved in the lockdown
should escort any visitors and nonessential contractors out of the affected facility.

A headcount shall be immediately conducted of all incarcerated persons, visitors, contractors, and
staff. The Watch Commander shall be immediately notified of the status of the headcount. If
anyone is unaccounted for, the Watch Commander shall direct an immediate search of the facility/
facilities and notify the Jail Operations Bureau Commander of the situation as soon as practicable.

Lockdown is not to be used as a form of punishment. It may only be used to ensure order.

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400.6 HUNGER STRIKE

An incarcerated person is considered to be on a hunger strike when they communicate that fact to staff and is observed by staff to be refraining from eating for a period of time, ordinarily in excess of 72 hours; or when staff observes them to be refraining from eating for a period in excess of 72 hours.

Once aware that one or more incarcerated persons is engaging in a hunger strike, the staff shall notify the Watch Commander, via their chain of command, who will notify the Jail Operations Bureau Commander. The Jail Operations Bureau Commander should evaluate the reasons for the strike and seek an appropriate resolution.

If the Jail Operations Bureau Commander be unable to resolve the grievance leading to the strike, the Jail Operations Bureau Commander will notify the Sheriff and provide updates on the status of the hunger strike.

400.6.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

The Jail Operations Bureau Commander or the authorized designee should notify the Responsible Physician to review, coordinate, and document any medical actions taken, based upon protocols and/or at the direction of qualified health care professionals, in response to a hunger strike.

Qualified health care professionals shall monitor the health of incarcerated persons involved in the hunger strike and make recommendations to the Jail Operations Bureau Commander or the supervisory staff responsible for oversight of the hunger strike.

If an incarcerated person is engaging in a hunger strike due to a mental condition, the appropriate medical protocols for mental illness will be followed.

400.6.2 RESPONSE TO HUNGER STRIKES

Resolution to grievances should be sought at the lowest level, beginning at the line level staff. The Chapter 6: Grievances Policy shall guide staff on resolving incarcerated person grievances.

If the hunger strike remains unresolved, the Jail Operations Bureau Commander may direct staff to examine the incarcerated person's commissary purchases made before the hunger strike, and to monitor commissary purchases made during the hunger strike. Staff should be directed to observe the cell area, including trash containers, of the incarcerated persons involved for evidence of food items purchased from the commissary and of food hoarding.

400.6.3 LEGAL GUIDANCE

If all attempts to resolve the grievance are unsuccessful or not reasonably possible, the Sheriff should consider consulting with legal resources or the health authority, as appropriate, to develop other steps to resolve the issues.

400.7 RESPONSE TO DISTURBANCES

The staff should attempt to minimize disruptions to normal operations caused by a disturbance by attempting to isolate the disturbance to the extent possible. Staff should immediately notify the Facility Sergeant of any disturbance or disruption as soon as practicable. Central Control should

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1
2 be notified of the need for additional staff or supplies to resolve the incident. The Facility Sergeant
3 or Watch Commander may direct additional staff as needed to resolve the disturbance (15 CCR
4 1029(a)(7)(B)).

400.7.1 NOTIFICATIONS

5 The Watch Commander may notify the Jail Operations Bureau Commander of the disturbance
6 based on the severity of the event. If necessary, the Jail Operations Bureau Commander will notify
7 the Sheriff.

400.7.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

8 The Watch Commander or their designee should notify the appropriate qualified health care
9 professionals in order to review, coordinate, and document medical actions based upon protocols
10 and/or at the direction of the Responsible Physician.

400.7.3 REPORTING

11 The Watch Commander or their designee should direct that an incident report be completed
12 containing the details of the disturbance no later than the end of the shift. If appropriate, a crime
13 report will be initiated and prosecution may be sought.

400.8 RIOTS

14 Riots occur when incarcerated persons forcibly and/or violently take control or attempt to take
15 control of any area within the confines of the jail facilities.

16 Staff should make reasonable attempts to prevent incarcerated person-on-incarcerated person
17 violence but should take measures to avoid being overwhelmed by the incident.

400.8.1 RESPONSE TO RIOTS

18 Once the perimeter of the riot is secured and isolated from other areas, the process of resolving
19 the incident should proceed as follows:

- 20 • Develop response plans.
- 21 • Ensure there are adequate facility personnel to effectively take the required actions.
- 22 • Ensure that responding staff are equipped with protective gear, as needed.

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

26 All incarcerated persons who have participated in a riot shall be separated and secured as soon
27 as practicable. If necessary, injured incarcerated persons shall receive a medical evaluation and
28 treatment. Population Management will determine if involved incarcerated persons require
reclassification and/or a housing reassignment.

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2 Other housing units must be secured, with sufficient staff to continue to supervise the unaffected
3 units. When the riot has been suppressed, all involved staff must immediately return to their
4 assigned posts.

5 **400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

6 A supervisor or the authorized designee will notify the appropriate qualified health care
7 professionals and identify a staging area for medical emergency responders and for medical triage,
8 if necessary.

9 The Responsible Physician or the authorized designee should be included in developing the
10 response plan as it relates to the potential for a medical response, medical triage and treatment
11 activities, and the safety and security of medical personnel during the incident.

12 **400.8.3 NOTIFICATIONS**

13 As soon as practicable, the Watch Commander or their designee shall notify the Jail Operations
14 Bureau Commander, who shall notify the Sheriff.

15 **400.8.4 REPORTING**

16 The Jail Operations Bureau Commander or the Watch Commander shall direct that a report be
17 written detailing the incident by the end of the shift. If appropriate, a crime report will also be
18 prepared by the responding law enforcement personnel.

19 **400.8.5 DEBRIEFING**

20 All responding staff, including Jail medical, shall be debriefed on the incident as soon as
21 practicable after the conclusion of the riot. Staff shall examine the incident to determine:

- 22 • Which actions were effective.
- 23 • Which actions were less than optimal.
- 24 • Improvements to future riot responses.

25 The goal of any debriefing process is continuous improvement. The debriefing should be focused
26 on the incident and an improved response.

27 **400.9 HOSTAGES**

28 The Office does not recognize the taking of hostages as a reason to give up control of the
jail environment. All staff, incarcerated persons, visitors, volunteers, and contractors shall be
informed of the "no hostage" policy prior to entering the facility for the first time and shall sign an
acknowledgment, which the Custody Division shall retain.

It is the policy of the Fresno County Sheriff's Office to use all available resources necessary to
bring about a successful end to a hostage situation (15 CCR 1029(a)(7)(B)).

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2 **400.9.1 RESPONSE TO HOSTAGE INCIDENT**

3 The Watch Commander, via chain of command, should immediately be notified at the earliest sign
4 of a hostage incident. Watch Commander shall notify the Jail Operations Bureau Commander.
5 The Jail Operations Bureau Commander will notify the Sheriff as soon as practicable.

6 The Watch Commander or the Jail Operations Bureau Commander shall make every effort to
7 ensure that the hostage incident remains confined to the smallest area possible. All door controls
8 accessible to the hostage-taker shall be disabled. Emergency exits that lead outside the secure
9 perimeter shall be guarded.

8 **400.9.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

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

12 **400.9.3 HOSTAGE RESCUE**

13 Communications with the hostage-taker should be established as soon as practicable. Hostage-
14 taker demands for the staff to open doors will not be met. The Crisis Negotiation Team (CNT)
15 should be summoned immediately and the established protocols for resolving the situation shall
16 be implemented. The Jail Operations Bureau Commander, Assistant Sheriff, and/or Sheriff should
17 be consulted regarding decisions faced by the CNT.

16 **400.9.4 REPORTING AND DEBRIEFING**

17 Following resolution of a hostage incident, the Jail Operations Bureau Commander should direct
18 that an incident report be completed by the end of the shift. All details of the incident should be
19 reviewed, focusing on the incident and the outcome. The purpose of the review is an opportunity for
20 continuous improvement and to identify any training or systemic changes that may be beneficial.

20 **400.10 ESCAPES**

21 When made aware that an escape may have occurred, or did in fact occur, the staff member shall
22 immediately notify their supervisor and advise Central Control. The supervisor shall notify the
23 Watch Commander and the Jail Operations Bureau Commander. As soon as practicable, the Jail
24 Operations Bureau Commander should notify the Sheriff.

24 Once the escape is verified and immediate actions taken inside the facilities (lockdown, etc.), the
25 Watch Commander should notify the Patrol Watch Commander and any pertinent local law
26 enforcement agencies.

26 **400.10.1 EMERGENCY COUNTS**

27 As soon as the facilities is fully locked down, a full emergency count of incarcerated persons
28 should be taken.

All incarcerated persons who are outside of the secure perimeter of the facilities(e.g., court, work
details) should be located and identified. Any missing incarcerated person should have their

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2 identity disclosed and their facility record accessed by the Jail Operations Bureau Commander
3 (15 CCR 1029(a)(6)).

4 400.10.2 SEARCH

5 Concurrent with the lockdown, the area surrounding the facilities should be searched for the
6 escapee. Areas where an escapee may be hiding or may have discarded jail clothing should be
7 searched first. Any witnesses should be interviewed.

8 Classification officers will develop a flyer with the following information:

- 9 1. Incarcerated person's name
- 10 2. Description
- 11 3. Latest picture
- 12 4. Classification status
- 13 5. Charges

14 The flyer will be supplied to custody staff and local law enforcement. Local law enforcement should
15 also be given the escapee's last known address and a list of their associates.

16 400.10.3 REPORTING

17 The Watch Commander or designee shall submit an incident report to the Jail Operations Bureau
18 Commander. A crime report may also be written regarding the escape. The incident report should
19 focus on events and physical plant weaknesses that contributed to the escape. The Jail Operations
20 Bureau Commander should review the reports, interview involved parties, and develop action
21 plans to minimize the risk of future escapes.

22 **400.11 CIVIL DISTURBANCES OUTSIDE OF THE JAIL**

23 Once notified that jail space is needed in response to a civil disturbance involving mass arrests,
24 the Watch Commander should notify the Jail Operations Bureau Commander. The Jail Operations
25 Bureau Commander should make the determination regarding the magnitude of the event and
26 whether it warrants notification of the Sheriff.

27 The magnitude of the event may also require:

- 28 • A lockdown
- The suspension of any programs not critical to jail operations
- Implementation of alternate staffing plans.

To accommodate the influx of incarcerated persons, the Watch Commander shall develop a
housing plan that will not adversely affect the safety and security of the facilities. Program spaces,
such as exercise yards, classrooms, and dayrooms, may be used to temporarily house a limited
number of additional incarcerated persons.

If the jail can no longer accept additional incarcerated persons without compromising the safety
and security of the facilities, mutual aid may be requested. Title 15 CCR standards may be

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2 temporarily suspended. The Jail Operations Bureau Commander shall notify the California Board
3 of State and Community Corrections (BSCC) in writing in the event that such a suspension lasts
4 longer than three days. Suspensions lasting for more than 15 days require approval of the
5 chairperson of the BSCC (15 CCR 1012).

6 **400.12 OTHER EMERGENCY EVENT NOTIFICATIONS**

7 The Watch Commander shall notify the Jail Operations Bureau Commander of any serious or
8 major incidents not previously listed occurring within the Jail facilities or involving Custody Division
9 employees. The following are events that warrant notification:

- 10 (a) Sudden death or serious injury of any Custody Division employee (on-duty or off-duty).
11 (b) Sudden death or serious injury of any visitor, volunteer, contracted employee, or other
12 person while inside Custody Division facilities.
13 (c) Any sudden death of an incarcerated person.
14 (d) Officer-involved shootings involving a Custody Division employee.
15 (e) SERT callouts (for approval).
16 (f) Arrest/booking of Sheriff's Office employee, Reserve Deputy, or a public official.
17 (g) Credible threats to members of county government (e.g., board members, judges,
18 department heads, etc.).

19 Not all possible situations can be identified, and the Watch Commander is expected to exercise
20 their judgment to notify the Jail Operations Bureau Commander in other instances, as they deem
21 appropriate.

22 **400.13 REVIEW OF EMERGENCY PROCEDURES**

23 The Jail Operations Bureau Commander shall ensure there is a periodic review of emergency
24 response plans. At a minimum, the review shall include:

- 25 (a) Assignments of persons to specific tasks in emergency situations.
26 (b) Instructions in the use of the alarm systems and signals.
27 (c) Systems for the notification of appropriate persons outside of the facilities.
28 (d) Information on the location and use of emergency equipment in the facilities.
29 (e) Specification of evacuation routes and procedures.

30 Facility evacuations are addressed in Chapter 4: Evacuation Policy.

31 **400.14 TRAINING**

32 The Fresno County Sheriff's Office will provide emergency preparedness training as part of
33 orientation training for all staff assigned to the facilities and for those who may be required to
34 respond to the facilities in an emergency. All employees shall be made aware of means and
35 methods of reporting emergencies including but not limited to use of alarms and radios. Staff shall

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1
2 also receive refresher training of emergency response plans. The Training Unit is responsible for
3 developing and delivering appropriate initial training and periodic refresher training[†].

4 [†] Hall, et.al. v. County of Fresno E.D. Cal. No. 1:11-CV-02047-LJO-BAM (2015), IV.H.2.

5 Emergency planning training should occur in the form of classroom instruction (or roll call training),
6 mock practical exercises, and drills. Each type of emergency covered in the emergency response
7 plan should be included in the training.

8 A lesson plan, staff training sign-up sheet with the dates and the times training should be provided,
9 and proof of competency (testing) for each participant should be maintained by the Training Unit.

10 Emergency plans for all facilities and all training shall be documented by the Training Unit and
11 retained in accordance with established records retention schedules.

12 **400.15 CIVILIAN STAFF**

13 Civilian staff members are individuals employed or contracted with the County of Fresno to provide
14 support services to the Custody Division. Civilian personnel shall maintain the security of the
15 facilities by reporting situations which may constitute an emergency to correctional staff, and by
16 following the direction of correctional staff in emergency situations.

17 See Facility Emergencies Procedure for further guidance on civilian staff member responsibilities.

18 **400.16 CANCELING OF ACTIVITIES OR EVENTS**

19 In an emergency, it may become necessary to cancel or change scheduled incarcerated person
20 events/activities. Any change in a scheduled activity or event shall be made only with the approval
21 of the Jail Operations Bureau Commander or the Watch Commander. An incident report will be
22 written documenting the justification for the cancellation or change.

23 **400.17 REQUESTING MEDICAL SERVICES**

24 All requests for emergency medical services (EMS) response should be directed to the respective
25 facility's Central Control, who will then contact the appropriate dispatching center.

26 See Facility Emergencies Policy [Addendum A](#) – FSO Addresses for a list of facility addresses
27 and access points.

28 **400.18 PANIC ALARMS**

All panic alarm activations will be handled as emergencies. Officers will be dispatched to all alarms
to assist in resolving the emergency. Panic alarms shall be used only to call for assistance in the
event of an escape attempt, assault, or other incident that threatens personal or facility safety
and/or security.

Correctional staff shall be the first responders to panic alarms and/or disturbances in the North
Annex Jail court holding area and the West Annex Jail Lobby Professional Offices. When North

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Annex Jail courtroom panic alarms are activated, correctional staff's primary responsibility shall be to establish a secure perimeter outside of the affected courtroom.

400.19 EMERGENCY WATER SUPPLY

In the event that water testing conducted by the City of Fresno—our facility's water provider—reveals significant hazards to incarcerated persons or staff, or if a man-made or natural disaster disrupts the regular water supply, the Sheriff and Jail Medical and Services Bureau Commander or their designee shall take immediate action to mitigate the issue. The Jail Medical and Services Bureau Commander shall develop and implement a contingency plan to ensure the continued supply of potable water for drinking and cooking for a minimum of three days, with provisions for extended emergencies. This plan shall also include strategies for the safe use of non-potable water to flush toilets and manage waste removal.

400.20 REFERENCES

See the following for further guidance:

[FACILITY EMERGENCIES PROCEDURES](#)

Chapter 4: Fire Safety Policy

[FIRE SAFETY PROCEDURES](#)

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Attachments

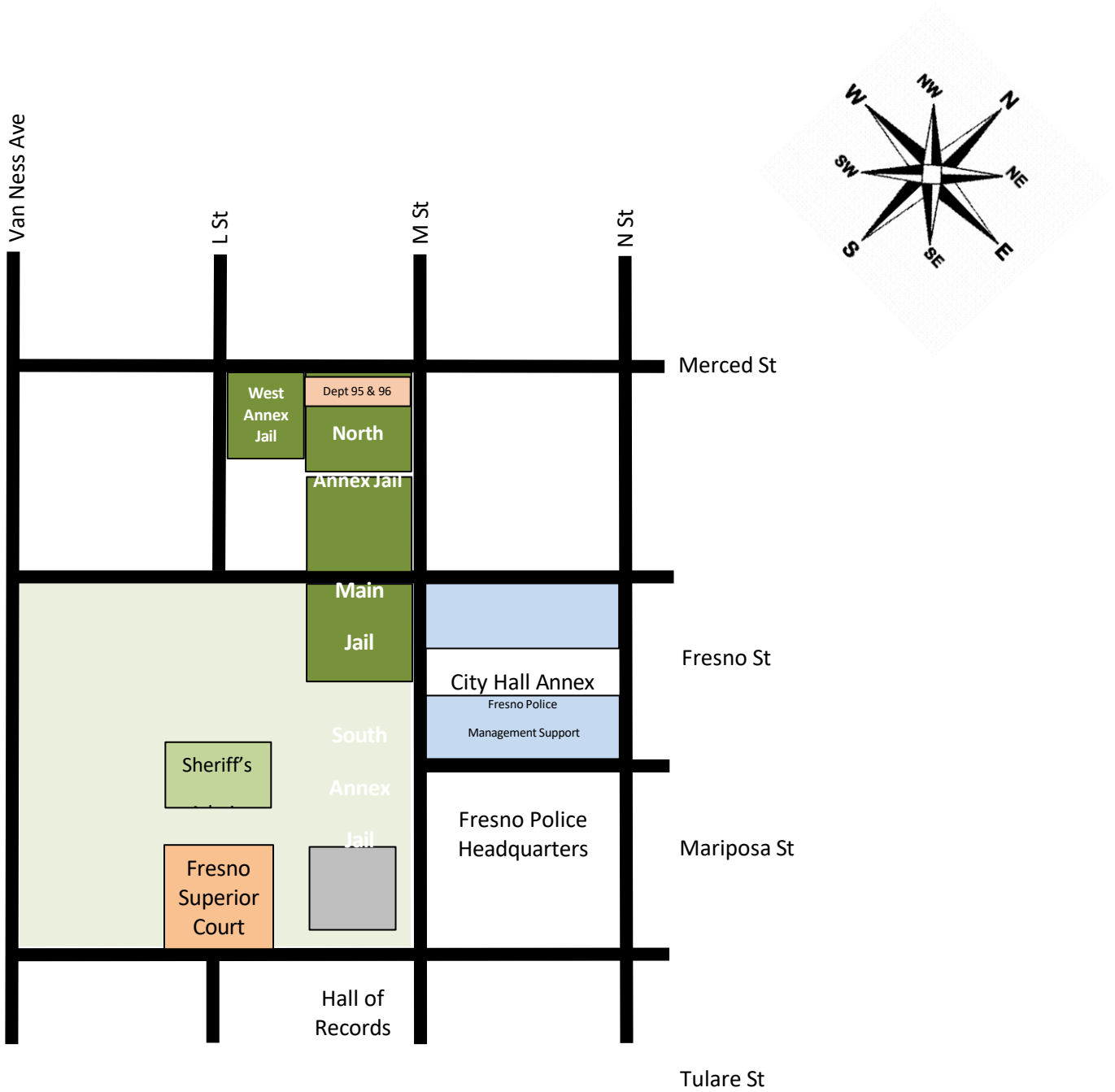
**Facility Addresses - Addendum
A - Facility Emergencies.pdf**

Exhibit B

FRESNO COUNTY SHERIFF'S OFFICE DOWNTOWN ADDRESSES

BUILDING	ADDRESS	ACCESS
Main Jail	1225 M Street	<ul style="list-style-type: none"> • PREFERRED - Booking Sallyport (access from Merced or L Street) [or through exit door via M Street] • Public access - Lobby entrance (via M Street)
North Annex Jail	1265 M Street	<ul style="list-style-type: none"> • PREFERRED – WAJ Loading Dock • Public access - Lobby entrance (corner of Merced and M Street)
West Annex Jail	2208 Merced Street	<ul style="list-style-type: none"> • PREFERRED – WAJ Loading Dock • Public access - Lobby entrance (near corner of Merced and L Street)
Court Holding (South Annex Jail)	2280 Fresno Street	<ul style="list-style-type: none"> • PREFERRED – Underground B1 Parking level. Up ramp and to the right – through Court Holding. • Visiting entrance off M Street. NOTE: Gurney can only fit on the inmate elevator. (Unable to access inmate elevator from Attorney Lobby side.) • Attorney Lobby only accesses the 1st floor. (Entrance facing the Sheriff's Admin Building.)
Administration Building	2200 Fresno Street	<ul style="list-style-type: none"> • PREFERRED - Underground B1 Parking level. Up ramp and to the left. • Main public entrance facing Fresno St. • Employee side entrance facing the South Annex Attorney Lobby (NE side of building).

Exhibit B



Visitation

1011.1 PURPOSE AND SCOPE

The purpose of this policy is to establish rules for personal and professional visitation and to provide a process for incarcerated person visits and visitors. Visitation is a privilege and is based on space availability, schedules, and staffing.

1011.1.1 DEFINITIONS

Definitions related to this policy include (Penal Code § 4032):

Contact Interview - Communication between an incarcerated person and an individual with no physical barriers.

Defense Experts - A person with special skills or knowledge representing mastery of a particular subject who is assisting in the preparation of an incarcerated person's legal defense.

Exclusion - An administrative action by a Bureau Commander to bar, for cause, a person from entering a facility of the Sheriff's Office, when in the normal conduct of business, that person would otherwise be permitted to enter.

In-person visit - An on-site visit that may include barriers. In-person visits include interactions in which an incarcerated person has physical contact with a visitor, the incarcerated person is able to see a visitor through a barrier, or the incarcerated person is otherwise in a room with a visitor without physical contact. "In-person visit" does not include an interaction between an incarcerated person and a visitor through the use of an on-site two-way audio/video terminal.

Non-Contact Interviews - Communication between an incarcerated person and an individual with physical barriers in place preventing physical contact.

Process Server - Person authorized by law (e.g., the Sheriff) to serve process papers on defendants.

Professional Visitor - A person who provides a professional service to an incarcerated person (e.g., attorneys, social workers, law enforcement officials, and other authorized professionals).

Social Service Agency - Philanthropic agencies, intended to promote social well-being. Such agencies include, but are not limited to, staff from the Department of Social Services, Salvation Army, Fresno Rescue Mission, Spirit of Women, WestCare, and county and state Health Department investigators.

Video visitation - Interaction between an incarcerated person and a member of the public through the means of an audio-visual communication device when the member of the public is located at a local detention facility or at a remote location.

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1011.2 POLICY

It is the policy of the Fresno County Sheriff's Office to allow incarcerated person visitation, including video visitation when applicable, as required by law. All personal visits shall be non-contact visits. Incarcerated persons shall not be allowed to visit other incarcerated persons while in custody.

1011.3 PROCEDURES

The Office shall provide adequate facilities for visiting that include appropriate space for the screening and searching of incarcerated persons and visitors and storage of visitors' personal belongings that are not allowed in the visiting area.

The Jail Operations Bureau Commander shall develop written procedures for incarcerated person visiting. They shall provide for as many visits and visitors as facility schedules, space, and number of personnel will reasonably allow, with no fewer than the opportunity to have two 30-minute visits totaling at least one hour, as specified by 15 CCR 1062 per week. The procedures are subject to safety and security requirements and should consider:

- The facility schedules.
- The space available to accommodate visitors.
- Whether an emergency or other conditions justify a limitation in visiting privileges.
- Video visitation if applicable (Penal Code § 4032; 15 CCR 1062).

The visiting area shall accommodate incarcerated persons and visitors with disabilities. Visitors with disabilities who request special accommodations shall be referred to a supervisor. Reasonable accommodations will be granted to incarcerated persons and disabled visitors to facilitate a visitation period.

Visitor records shall be developed and maintained in accordance with established records retention schedules.

Court orders granting a special incarcerated person visitation are subject to county legal review and interpretation.

1011.3.1 MEDICAL AND DISABILITY-RELATED ASSISTIVE DEVICES USED BY VISITORS

- (a) Medical and disability-related assistive devices needed by visitors are permitted inside the Jail facilities, however, they are subject to inspection and search. Visitors who require reasonable accommodation will be asked to notify the ADA Coordinator or on-duty Watch Commander of their needs prior to visiting. Visitors using assistance devices will be provided reasonable accommodation to comply with all security measures. They may be screened using alternative security devices, including use of a hand-held metal detector.
- (b) Service animals may accompany a visitor into a facility during their visit.
 1. Visitors may be asked two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task the dog has been trained to perform. Staff cannot ask about the person's disability, require medical

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documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

2. A visitor with a disability cannot be asked to remove their service animal unless:
 - The animal is out of control and the animal's owner does not take effective action to control the animal.
 - The animal is not housebroken.
3. A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

1011.3.2 VISITOR REGISTRATION AND IDENTIFICATION

All visitors must register and produce a valid identification. Adult personal visitors must be listed on the incarcerated person's visiting list. Each incarcerated person may have up to 5 visitors listed. Identification will be considered valid for 90 days after expiration, provided the visitor has renewed the ID and has proof of the renewal.

1. The registration must include the visitor's name, address, and the relationship to the incarcerated person.
2. A valid identification shall include the following:
 - (a) A photograph of the person
 - (b) A physical description of the person
3. Acceptable forms of identification are limited to:
 - (a) DMV or other state-issued Driver's License or Identification Card
 - (b) United States Armed Forces identification card
 - (c) Passport
 - (d) Foreign consulate identification card (e.g., Matricula Consular de alta Seguridad (MCAS) issued by the Mexican Consulate).
 - (e) Identification card issued by the United States Department of Justice or the U.S. Citizenship & Immigration Services (includes Permanent Resident Cards – formerly known as Alien Registration or "Green" Card).
4. A professional visitor shall present proof of professional capacity. For example, attorney license/Supreme Court card, law enforcement identification, or a business card/letterhead of the business with the visitor's name.

Failure or refusal to provide a valid identification is reason to deny a visit.

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Visitation

1011.3.3 VIDEO VISITATION NOT TO REPLACE IN-PERSON VISITATION

The Office may not substitute video visitation for in-person visitation to meet the requirements of 15 CCR 1062.

1011.4 AUTHORIZATION TO SEARCH VISITORS

Individuals who enter the secure perimeter of these facilities are subject to search if there is reasonable cause to believe the visitor has violated the law, is wanted by a law enforcement agency, or is attempting to bring contraband onto a facility property or into a facility. All searches shall be made in accordance with current legal statutes and case law.

All visiting areas are equipped with a metal detector, and all visitors must pass through the metal detector prior to entrance into the facility. Processing may require the removal of shoes, jackets, sweaters, suspenders, belts, jewelry, or other accessories for closer inspection or separate processing.

The area designated for a visitor to be searched prior to visiting with an incarcerated person shall have a notice posted indicating that any cellular telephone, wireless communication device, or any component thereof shall be confiscated for the period of the visitation and returned to the visitor upon departure from the facility (Penal Code § 4576(b)(3)).

1011.4.1 RELIGIOUS GARMENT VISITOR SEARCHES

The Fresno County Sheriff's Office respects individuals' rights to religious expression. Visitors may wear religious clothing, but safety and security remain our top priority.

- (a) If a visitor cannot successfully pass through the metal detector, the visitor will be rescreened using a handheld scanner. If the alarm is still unresolved, the visitor shall be given the choice to leave the facility or submit to extra screening.
 - 1. The individual will be given the opportunity to remove the religious head covering in a private screening area before an officer of the same gender to clear security.
 - 2. At no time will the individual be required to have the religious head covering off while publicly visible or visible to people of the opposite gender.
- (b) Religious, cultural, or ceremonial items that pose a risk to the safety of staff or the security of the facilities, such as religious knives, swords, etc., are not permitted inside the facility.

1011.5 VISITING SCHEDULE

The Jail Operations Bureau Commander shall designate a person to develop a schedule for incarcerated person visitation that includes daytime, evening, and weekend hours.

The visiting week begins on Saturday and ends on Friday. The visitation schedule shall be posted in the housing areas and in each facility lobby. Visiting will be conducted according to schedule, between the hours of 8:00 a.m. and 10:00 p.m., with the last visits beginning no later than 9:15 p.m. Exceptions to the normal visiting hours may be granted by the Watch Commander. The visiting schedule is also available via the Fresno County Sheriff's website.

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Incarcerated people will be allowed two (2) 30-minute personal visits each week, totaling one hour per week. They may receive a single one-hour visit each week which may be granted at the discretion of the officer overseeing the visiting area, based upon the volume of visiting.

Pod and Floor Incarcerated workers will be eligible for one (1) additional 30-minute visit, for a total of three (3) 30-minute visits. Laundry and outside/facility Incarcerated workers will be eligible for two (2) additional 30-minute visits, for a total of four (4) 30-minute visits each week.

Incarcerated people are responsible for notifying their visitors of the times of their scheduled daily activities (e.g., gym and yard) so that their visitors may visit at other times. Individuals who are out of their housing units at activities will not be removed from the activity for a personal visit. Visitors who attempt to visit an incarcerated person who is out of their cell at an activity will be advised that the individual is not available to visit and offered the opportunity to wait.

Incarcerated people who miss a scheduled activity while they are at a visit will not be afforded the opportunity to "make up" the missed attendance.

1011.6 DENIAL OR TERMINATION OF VISITING PRIVILEGES

The Jail Operations Bureau Commander or the authorized designee is responsible for defining, in writing, the conditions under which visits may be denied. An incarcerated person may have their ability to visit restricted or suspended only under the following circumstances:

- (a) Temporarily with approval of the Watch Commander
- (b) 24-hour Lockdown
- (c) As a punitive action for rule violations
- (d) Administrative Action

Visitation may be denied or terminated by a supervisor if the visitor poses a danger to the security of the facility or there is other good cause (15 CCR 1062). Danger to the security of the facility or other good cause includes but is not limited to the following:

- (a) The visitor appears to be under the influence of drugs and/or alcoholic beverages.
- (b) The visitor refuses to submit to being searched.
- (c) The visitor or incarcerated person violates facility rules or posted visiting rules.
- (d) The visitor fails to supervise and maintain control of any minors accompanying the visitor into the facility.
- (e) Visitors attempting to enter this facility with contraband will be denied a visit and may face criminal charges.

Any person found to have a cell phone in their possession will be banned from visiting for ninety (90) days. A subsequent violation may result in criminal prosecution and permanent expulsion.

Visitors not approved for a visit or having a visit terminated will be told the reason for the denial/termination of the visit. Requests to appeal the denial or termination will be directed to the supervisor.

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Any visitation that is denied or terminated early, on the reasonable grounds that the visit may endanger the security of the facility, shall have the actions and reasons documented in an incident report. The supervisor may suspend the visiting privileges of an individual member of the public for up to ninety (90) days. Violations deemed serious or criminal in nature may be referred to the on-duty Watch Commander. Visitors may appeal a ban on visiting privileges in writing to the Jail Operations Bureau Commander. All decisions on visiting appeals are final. A copy of the documentation will be placed into the incarcerated person's file and another copy will be forwarded to the Jail Operations Bureau Commander (15 CCR 1062).

1011.7 GENERAL VISITATION RULES

All visitors and incarcerated persons will be required to observe the following general rules during visitation:

- (a) A maximum of two adults (or one adult and one child) will be permitted to visit an incarcerated person at any one time. Visitors under 18 years of age must be accompanied by an adult visitor. Adults must control minors while they are waiting to visit and during the visit.
 - 1. A minor legal spouse of an incarcerated person may visit the individual as an adult if they present a certified copy of the marriage certificate.
 - 2. An emancipated minor may visit as an adult but must provide a certified copy of the court order granting emancipation.
- (b) An incarcerated person may refuse to visit with a particular individual.
- (c) Those incarcerated persons who are named as the restrained person in any restraining or other valid court order shall not be allowed visits from persons who are protected by the order.
- (d) Visitors must be appropriately attired prior to entry into the visitor's area of the jail. See [Addendum H](#).
 - 1. Inappropriate clothing, such as transparent clothing, halter-tops, excessively tight or revealing clothing, hats and bandanas, or any other clothes associated with a criminal gang or otherwise deemed by the staff to be unacceptable, will not be permitted.
 - 2. All visitors must have footwear.
- (e) Visitors will leave all personal items outside of the secure area, with the exception of:
 - 1. Keys
 - 2. Identification
 - 3. Sunglasses
 - 4. One blanket, diaper, wipes, bottle, and pacifier may be brought with an infant.
 - 5. One toy (for a child). It may not be motorized, electrical, or a weapon facsimile (e.g., knife, gun, grenade, etc.).

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- (f) Visitors who enter the jail with handbags, packages, or other personal items will be instructed to lock the items in a vehicle or locker or return at another time without the items. The jail is not responsible for lost or stolen items.
- (g) Food or drink is not permitted in the visiting area.
- (h) Visitors who do not abide by the visiting rules or who are rude, disruptive, or disrespectful to staff may be subject to having their ability to visit denied, terminated, or suspended.
- (i) Incarcerated people and visitors shall not sit on the visiting table.
- (j) Incarcerated people and visitors shall not undress or expose body parts (or encourage others to do so). Although nursing mothers have the right to breastfeed in public, they are expected to use discretion in opting to breastfeed their infants in the visiting areas. If the breastfeeding is conducted in a manner that is disruptive to other incarcerated people or visitors, the supervisor shall be notified to tactfully address the situation.
- (k) Incarcerated persons may be permitted to sign legal documents, vehicle release forms, or any other items, except for the serving of legal papers, authorized by the Watch Commander. Transactions of this nature will not constitute a regular visit.

1011.7.1 VISITING RESTRICTIONS WITH MINORS

- (a) When an incarcerated person is sentenced to prison for violation of Penal Code Section 261, 264.1, 266c, 285, 286, 287, 288, 288.5 or 289, or former Section 288a, and the victim is a child under the age of 18 years, visitation with the child victim shall be prohibited (except as authorized by an order of the juvenile court pursuant to W&I Code 362.6). The restriction applies only to the victim(s).
- (b) When an incarcerated person has been arrested, but not convicted, of any crime involving a minor victim, the incarcerated person's visiting status shall remain unrestricted.

1011.8 SPECIAL VISITS

The Watch Commander may authorize special visitation privileges, taking into consideration the following factors:

- (a) **Excessive Distance:** The visitor has traveled a distance of 100 miles or more, and is unaware of the visiting schedule or process (e.g., has not visited before). The individual must be able to provide proper identification showing an out-of-town address. This provision is to be used on an exception basis only. The accommodation should be noted on the incarcerated person's visitor list.
- (b) **Disabled:** A disabled visitor who must rely on special transportation to the facility (and is unable to be transported during the scheduled visiting hours).
- (c) **Family Emergencies:** When death, serious illness or injury occurs to an incarcerated person's immediate family. Clergy or another individual may visit the incarcerated person to inform them of the occurrence.
- (d) **Social workers bringing in an incarcerated person's minor child to visit.** The visit shall be documented as a non-contact visit and not counted as a regular visit.

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- (e) A list of pre-approved local clergy members is maintained in SharePoint. These individuals will NOT have Jail identification cards but are allowed to perform an unlimited number of non-contact personal visits with incarcerated people. Such visits shall be restricted to thirty (30) minutes and scheduled as a non-contact interview event.

Whenever a special visit is denied, it shall be documented by the Watch Commander. The entry will include the requesting visitor's name and the reason why the visit was denied.

1011.9 HOSPITAL VISITS

- (a) Generally, hospitalized incarcerated people will not be allowed to have personal visits. Exceptions may only be granted with the approval of the Watch Commander.
- (b) Visits may be arranged for those incarcerated people who experience hospital stays in excess of seven (7) days duration, have given birth, or for those having life-threatening or critical injuries or illnesses. Visits are restricted to immediate family members. Exceptions are subject to the approval of the Watch Commander.
- (c) Pregnant incarcerated people may request to have a support person present during labor and childbirth. The approval for the support person will be made on a case-by-case review by the Compliance Lieutenant (or on-duty Watch Commander in cases of emergency).
- (d) Incarcerated people admitted to a clinical treatment facility for psychiatric treatment or evaluation are afforded additional rights that cannot be taken away without "good cause." Psychiatric patients have the right to see visitors each day in accordance with the psychiatric facility's visiting policy.

1011.10 MEDIA ACCESS TO INCARCERATED PEOPLE

News media representatives have no greater right of access to detention facilities or incarcerated people than any other member of the public. A visit by news media personnel shall be considered a social visit, not a professional visit.

1011.11 PROFESSIONAL VISITS

1011.11.1 FACILITY ACCESS REQUEST

- (a) All persons seeking approval for admission into the Jail facilities shall complete an Application for Authorization to Enter the Fresno County Detention Facility (J-154) form to include personal information, job duties, the reason necessary for Jail clearance, and an admonishment that the person agrees to an investigation into their background. Applicants must:
 1. Agree and submit to fingerprinting for the purpose of obtaining a criminal history check unless applying for a Red pass. Red Jail identification card applicants are exempt from fingerprinting.
 2. Agree to have their photograph taken for purposes of producing an identification card and reference database file.

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3. Pay the fingerprint and background processing fees. The fees are non-refundable and will not be returned if the application is denied. (Fingerprinting is not required for those applying for a Red Jail identification card, therefore no fee will be expected.)
 - (b) With the exception of medical and mental health staff, all applicants are required to submit a letter from their employer with their application, to include the name, signature, and telephone number of their immediate supervisor. The staff member assigned to process identification cards shall be responsible to verify the authenticity of the employer's letter.
 - (c) Licensed private investigators and self-employed owners of businesses must furnish a copy of their current license at the time of their application. The copy of the license shall be retained on file with the application.
 - (d) When a Defense Expert needs consultation accommodations in order to assist in the preparation of an incarcerated person's legal defense, the person's attorney shall contact the Watch Commander in advance by letter.
 - (e) All applicants shall be approved prior to their entrance into a facility.
 - (f) Individuals approved for Jail clearance from select groups (e.g., medical staff, mental health staff, food services staff, program facilitators, volunteers, work crew leaders) shall be required to attend a mandatory "Non-sworn Personnel Security Orientation and Training" class prior to their admittance into any Jail facility. The orientation shall include a discussion of the facility/incarcerated person rules pertaining to contact, contraband, and security.
 - (g) If any attorney or other individual presents a court order to any correctional officer which orders someone access into any Jail facility, and there is no prior Watch Commander or Bureau Commander approval for their admittance, the officer shall advise the individual that there is a standing order not to follow such orders, on the advice of County Counsel. The staff member shall contact the Watch Commander for direction.
 - (h) Psychiatrists and psychologists appointed by the court who are ordered to conduct psychiatric or psychological testing on behalf of the court shall present a copy of the court order and show proper identification. A letter from the incarcerated person's attorney is not required. [This differs from the previously discussed court order in that this court order is being performed at the behest of the court, not another individual (e.g., attorney).]
 - (i) Any person (including any attorney, peace officer, or probation officer) who is approved to conduct contact interviews with incarcerated people and who is later found not to meet the criteria under any of the above listed reasons, is subject to have their interview privileges restricted or revoked by the Jail Operations Bureau Commander.
 - (j) The appeals process available to persons who have had their access revoked or restricted is described below.

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1011.11.2 THE APPROVAL PROCESS

- (a) Each application shall be reviewed by either the Jail Operations Bureau Commander or designee for recommendation for approval or disapproval. They will also recommend the appropriate level of contact the person shall receive.
- (b) Should an individual be disapproved or have their access restricted, they and/or their employer shall be notified in writing of the disapproval, the reasons for the disapproval or restriction, (including, if applicable, all criminal history information), and notification of their right to appeal.

1011.11.3 THE APPEAL PROCESS

- (a) If an applicant is disapproved or has their access permanently or temporarily restricted and they wish to appeal the finding, they or their employer may respond in writing to the Jail Operations Bureau Commander within five (5) working days. The written response shall include reasons for the appeal and any documentation in support of the appeal.
- (b) If an appeal is filed, the Jail Operations Bureau Commander may meet with the applicant, and if appropriate, the applicant's employer.
- (c) The Jail Operations Bureau Commander will consider the appeals and any documentation provided concerning the approval, restriction, or appeal. The review shall be completed within twenty (20) working days following receipt of the written appeal and/or the meeting. The written notice of the results of the appeal will be mailed to the appellant.
- (d) Should an applicant be disapproved or have their access permanently or temporarily restricted and that action is sustained by the Jail Operations Bureau Commander after their appeal, the applicant may feel that surrounding circumstances mitigating the basis for their disapproval have changed. In such cases, the applicant may present such changed or mitigating circumstances to the Sheriff for his/her consideration. The applicant's reasons shall be in writing.
- (e) In addition, the applicant may request to meet personally with the Sheriff to discuss their application. Upon review of the circumstances, the Sheriff may, at his/her discretion, determine that the applicant be approved or that the restriction remain in place.

1011.11.4 LEVELS OF CONTACT AND ACCESS

- (a) Professional visitors who are allowed facility and incarcerated person access without being subjected to the background screening process include, but are not limited to: peace officers, federal investigators, and attorneys. A full listing of persons who do not require background screening can be found in [Addendum A - Own ID](#) .
 - 1. Consular officials and persons classified as "law enforcement" or "peace officers" are required to display either their departmental identification or a Jail Visitor's Pass in a conspicuous place while inside the facility.
 - 2. Attorneys must provide positive proof of identity (i.e., photo ID) and current active registry with the State Bar Association (i.e., a bar card) in order to interview an incarcerated person. A Visitor's Pass will be exchanged for their photographic

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identification card, which must be worn in a conspicuous place while inside the facility.

- (b) Professional visitors who are issued **GREEN** Jail identification cards are permitted contact interviews. This category includes County and contract service personnel (e.g., medical staff, chaplains, JPS, etc.). A full listing can be found in [Addendum B](#) .
- (c) Employees from organizations that have been contracted to provide services for the incarcerated people, and employees of public, private or government agencies who require incarcerated person access to perform their duties are issued **BLUE** Jail identification cards. Persons in this category are allowed direct contact with the incarcerated people in designated program and interview areas within the Detention Facilities. They are NOT allowed access to the housing units. This category includes Public Defender Investigators, U.S. Pre-Trial Services Officers, paralegals, and licensed private investigators. A full listing can be found in [Addendum C](#) .
- (d) Professional visitors who are issued **PINK** Jail identification cards are NOT permitted contact interviews unless they are accompanying another person with incarcerated person contact clearance (e.g., the incarcerated person's attorney, a doctor performing court ordered evaluations, a correctional officer, etc.). If they are not accompanied by another person with incarcerated person contact clearance, they are restricted to interviewing in the non-contact interview areas. This category includes: law students, interpreters, clerks, unlicensed investigators, process servers (who are not employed by the Sheriff or the District Attorney) and notaries. A full listing can be found in [Addendum D](#) .
- (e) Program facilitators and educators who meet with incarcerated people in group settings are issued **GRAY** Jail identification cards. Such persons must have a bona fide reason for entering the facility and are prohibited from communicating with incarcerated people at times other than those designated for meetings. (Refer to [Addendum E](#) .)
- (f) Religious and AA/NA volunteers who meet with incarcerated people in group settings are also issued **GRAY** Jail identification cards. However, these persons may provide additional non-contact AA/NA sponsor or pastoral care visits. Individual visits shall be limited to thirty-minutes and be documented via OffenderTrak.
 - 1. An INTERVIEW event shall be initiated for all non-contact interviews.
 - 2. The full name of the volunteer and their affiliation shall be noted in the DESCRIPTION field.
- (g) Social service agency employees are issued **RED** Jail identification cards. Their interviews are limited to non-contact interview areas. Exceptions to the non-contact policy may be made for select individuals whose particular duties require physical contact with incarcerated people. Exceptions will be minimal and the numbers of interviewers who are allowed contact will be determined by the Jail Operations Bureau Commander. (Refer to [Addendum F](#) .)
- (h) On-duty, uniformed contract workers and repairmen whose access is restricted to the Main Jail 2nd floor (i.e., administrative and medical areas) are not issued Jail identification cards. Their professional identification shall be verified by the officer

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who allows them entry into the facility. This category includes U.S. Postal Carriers, equipment repairmen and medical suppliers. (Refer to [Addendum G](#).)

- (i) Prospective employees and visitors must exchange their personal identification for a Jail Visitor's pass.
- (j) The **ORANGE** colored identification badges issued to persons for entry into the courthouse are NOT acceptable clearance for entry into the Jail facilities.

1011.11.5 PROPER IDENTIFICATION

- (a) Any allowable form of identification which does not contain a picture of the individual seeking admission (i.e., bar card, police badge) shall require a verification of the individual's identification by the presentation of some other form of pictured identification.
- (b) Acceptable forms of identification are limited to those listed above in 1011.3.2 (c).
- (c) Persons who do not possess proper identification who insist upon being allowed entry shall be promptly referred to a supervisor. If the supervisor is not able to resolve the problem, a Watch Commander shall be notified for resolution of the situation.
- (d) All forms of identification (e.g., Jail-issued identification card, Jail Visitor's pass, or other accepted identification card or badge) must be worn in a conspicuous place while inside the facility.

1011.11.6 FACILITY ACCESS

- (a) All professional visitors not employed by the Sheriff's Office are required to enter and leave the Jail through the facility lobbies.
- (b) All County and contract service providers (e.g., commissary and food services) are required to enter and leave the Jail through the facility lobbies or through the designated staff entrances (e.g., the back entrances into the North and Main Jails).
 - 1. No other entrances shall be utilized. This precludes the use of the bailiff entrance, the South Annex 'M' Street Visitor's entrance, the maintenance loading dock, or any secured emergency door.
 - 2. The only exception shall be made for Building Maintenance personnel when working in an assigned area, or when entering or exiting the South Annex Maintenance shop.
- (c) The tunnels shall not be utilized by Jail identification card holders to move between Jail facilities, with the exception of individuals who possess either a **GREEN** or **GRAY** Jail identification card.

1011.11.7 FACILITY RULES FOR PROFESSIONAL VISITORS

- (a) Any violation of the following rules may subject the interviewer's access to be immediately terminated and their future access to the facility restricted based on the circumstances. Those who have been disqualified shall only be allowed the privilege of interviews within the facility with the prior written approval of the Jail Operations Bureau Commander.

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1. Interviews with incarcerated people must be for legitimate purposes. A professional visitor who has a pre-existing relationship with an incarcerated person shall be required to utilize the Jail's visiting process in order to contact them. Professional visitors shall not utilize their access privileges to the Jail for the purpose of contacting relatives and/or personal acquaintances.
2. It is prohibited to communicate with or interview incarcerated people other than those for whom contact has been granted.
3. Professional visitors must be dressed appropriately. Visitation will not be permitted if the visitor is dressed in a manner that violates the visitor's dress code (refer to [Addendum H](#)).
4. Professional visitors may not use their cellular telephones or other personal electronic devices within the secure areas of the facility, nor allow incarcerated people to use them.
5. Unnecessary physical contact with incarcerated people is prohibited. Professional visitors may offer a handshake as a way of greeting or saying goodbye to an incarcerated person but shall refrain from kissing, hugging, holding hands, etc.
6. Professional visitors are restricted to those areas of the facility necessary to complete their interviews.
7. Professional visitors shall follow the directions of correctional officers at all times.
8. Professional visitors shall show respect to all staff members.
9. Professional visitors shall not provide incarcerated people with anything other than written or printed legal material that has been previously presented to correctional staff for inspection.
10. Professional visitors are responsible for the proper care and retention of their Jail-issued identification cards. The cards shall not be altered in any way. The loss of the card shall be immediately reported to the Jail Operations Bureau Commander or their designee.
11. Professional visitors shall not damage or remove any County property from the facility.
12. Professional visitors shall not institute, aid, or encourage any violation of law or facility rules by incarcerated people or others who enter the facility.
13. Professional visitors shall not solicit money or favors from correctional officers, incarcerated people, or their families.
14. Professional visitors shall not aid in the escape or attempted escape of any incarcerated person from custody.
15. Professional visitors shall not provide weapons or information concerning weapons to incarcerated people.
16. Professional visitors shall not engage in any activity considered to be a threat to staff, incarcerated persons, public safety, or institutional security.

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17. Professional visitors under the influence of alcoholic beverages, narcotics, or other drugs, or exhibiting irrational behavior for any reason will not be allowed to visit or remain on County property.
- (b) Non-contact interviewers who require an incarcerated person's signature on legal material are encouraged to utilize the U.S. Postal Service or the incarcerated person's attorney for such purposes. Exceptions may be made only with the prior approval of the Watch Commander.

1011.11.8 ABUSE OF RULES LEADING TO REVOCATION OF ACCESS

- (a) All persons covered by this policy are subject to having their access to the Jail facilities revoked or restricted based upon the results of their background investigation or for violating any Jail rule or regulation.
- (b) When a Custody Division staff member has reasonable suspicion to believe that a professional visitor has violated any rules of the institution, they shall bring it to the attention of a supervisor.
- (c) The supervisor may meet with the observing Custody Division staff member and the professional visitor to determine the accuracy of the allegation and refer their findings to the Watch Commander.
- (d) If the Watch Commander finds sufficient cause to sustain the allegation, the person may be temporarily barred from access to the facility. The Watch Commander may order a temporary exclusion pending investigation or verification of information leading to such conclusions and/or pending an appeals process initiated by the person or their employer.
- (e) The Watch Commander shall prepare a written report of the incident and the reasons for the allegation and forward a copy to the Jail Operations Bureau Commander.
- (f) The Jail Operations Bureau Commander may take administrative action to restrict the professional visitor from the facility.
 1. The term *exclusion* as used in this section describes an administrative action by the Jail Operations Bureau Commander to bar, for cause, a person from entering a facility of the Sheriff's Office, when in the normal conduct of business, that person would otherwise be permitted to enter. Persons subject to being barred for cause include but are not limited to an incarcerated person's attorney, representatives acting on behalf of an attorney, representatives of the news media, delivery persons, and employees of the Sheriff's Office and other County component agencies.
 2. An order for exclusion from an institution or other facilities of the Sheriff's Office shall be based upon a determination by the Jail Operations Bureau Commander on one or more of the following:
 - The person's presence in the facility presents a serious threat to security.
 - The person is charged with a felony.

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- The person is under investigation for a felony committed on facility property.
 - The person's purpose for entering the facility is no longer valid or has been lawfully terminated.
 - The person has committed an act that jeopardizes the life of a person, or violates the security of the facility.
 - The person has participated in sexual activity inside the facility.
- (g) If the exclusion order affects an incarcerated person's attorney, an immediate telephone notification will be made to the Assistant Sheriff.
- (h) The accused interviewer shall have five (5) days to respond, in writing, to the Jail Operations Bureau Commander. The Jail Operations Bureau Commander shall reply within an additional twenty (20) working days to either affirm or reject the finding of the rule violation. In reviewing the allegation(s) and response, the Jail Operations Bureau Commander may conduct their own investigation.
- (i) The right to appeal and the rules to be applied are delineated in Section IV of this policy.

1011.11.9 LOST, MISPLACED, OR STOLEN IDENTIFICATION CARDS

- (a) All persons issued Jail identification cards are responsible for the proper care and retention of their ID cards.
1. Identification cards shall not be altered in any way.
 2. The loss of an identification card shall be immediately reported to the Jail Operations Bureau Commander or their designee.
- (b) In order to facilitate the replacement of a lost, stolen, or misplaced identification card, a letter from the person's employer is required (including the telephone number and signature of the supervisor).
1. The office assistant assigned to process identification cards shall be responsible for verifying the authenticity of the employer's letter (i.e., confirming that the employee is, in fact, still employed).
 2. The letter shall be scanned into the person's database file.

1011.11.10 RENEWAL PROCESS

- (a) The Sheriff's Office does not send expiration reminder notices. It is each individual's responsibility to renew their Jail identification card prior to expiration.
- (b) Jail identification cards normally have a two-year expiration date. Prior to the expiration of the pass, and as part of the renewal process, the individual must submit a new letter from their employer, confirming their continued employment.
1. The letter shall include the name, signature, and telephone number of the employer.

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2. Self-employed professionals must furnish a copy of their current license at the time of renewal.
 3. A copy of the letter and/or license shall be retained on file with the application.
 4. The office assistant assigned to process the applications shall be responsible for performing a local warrant check prior to renewing the identification card.
- (c) If the identification card expired more than six (6) months prior, the applicant must reapply for a new identification card. A new application must be completed and the individual must pay a processing fee.

1011.11.11 REVOCATION OF CLEARANCE

- (a) It is the employer's responsibility to retrieve the employee's Jail identification card at the time of employment severance. The employer shall advise the Jail Operations Bureau Commander in writing of the change in employment, and return the Jail-issued identification card to the office assistant assigned to process identification cards.
- (b) The office assistant shall be responsible to:
1. Complete a *No Longer Interested Form* to be forwarded to the Department of Justice.
 2. Transfer the folder to the "Inactive" file.
 3. Modify the person's data entry screen.

1011.12 CONSULAR VISITS

The Jail Operations Bureau Commander or the authorized designee should facilitate visitor access between a detained foreign national and a consular officer when requested by the detainee or consular officer. Additionally, access should also be facilitated when a consular officer requests to visit with a detained foreign national in cases where the detainee does not want a visit.

A foreign national should be allowed to visit with a consular officer in a private interview room. Members should not interfere with, suspend, or cancel official consular visits except in circumstances where the safety, security, or good order of the jail is compromised.

1011.13 MONITORING VISITS

"Privileged communication" is a conversation that takes place within the context of a protected relationship. Visits between an incarcerated person and their attorney, religious advisor, or physician are considered privileged communications and will not be monitored or recorded without a warrant.

Conversations between incarcerated people and their visitors are *not* considered to be privileged communications and may be randomly monitored and recorded.

1011.14 PROCEDURE

See the following procedure for further guidance:

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RELIGIOUS PROGRAM PROCEDURES - EMERGENCY CALLS

FOREIGN NATIONALS AND DIPLOMATS

VISITATION PROCEDURES

Exhibit B

Attachments

Exhibit B

Attachment

Visitation Policy - Addendum H - Dress Code.pdf

Exhibit B

*Fresno County Sheriff's Office
Custody Division Policies and Procedures Visitation
Policy Addendum H - Visitor Dress Code*

VISITOR DRESS CODE

Visitors are expected to dress appropriately. Inappropriate attire will be reason to deny a visit.

Visitor dress rules apply equally to male and female visitors.

Visitors shall remain fully clothed when visiting. Appropriate attire includes undergarments; a dress or blouse/shirt with skirt/pants or shorts; and shoes or sandals.

Visitors shall adhere to the following dress standards:

- Shoes or sandals shall be worn at all times.
- Buttons, snaps, and zippers shall remain fastened.
- All shorts, skirts, and dresses, including slits in the garment, shall not expose more than three (3) inches above the knee when standing. This applies to all visitors regardless of age.

PROHIBITED ATTIRE

Sleepwear and bedroom slippers

Swimwear

Clothing that:

- Exposes the breast/chest area, genitals, or buttocks. Tops must cover the entire trunk of the body. Anyone wearing clothing considered to be too revealing will not be allowed to visit. This includes bodybuilding tank tops, halter tops, belly shirts or crop tops, racer or backless tops, strapless or "spaghetti" strap tops, wide armhole sleeveless tops, and low necklines.
- By design, or by the manner in which it is worn, allows the anatomical detail of body parts to be clearly viewed (e.g., Spandex, Lycra, clothes with holes in inappropriate places, or excessively tight clothing).
- Are sheer or transparent (including see-through lace and mesh materials).
- Attire or accessories displaying obscene/offensive language, drawings, or objects.
- Promotes violence, hate, drug use, sex acts or gangs. Includes any attire or accessories displaying any type of gang insignia, gang artwork, or any affiliation with gangs.

Any other clothing, garment, or accessory that when compared to the expressly specified standards above would warrant disapproval.

Exhibit B

Attachment

Visitation Policy - Passes - Addendum B - Green.pdf

Exhibit B

Fresno County Sheriff's Office
Custody Division Policies and Procedures
Visitation Policy Addendum B – Green

GREEN JAIL ID CARDS – CONTACT VISITS, *no restrictions*

The following persons shall be permitted facility access subject to the background screening process. They shall be required to wear their Jail-issued facility pass in a conspicuous place while inside the facility:

1. Chaplains
2. Commissary service providers (Canteen)
3. County Maintenance (Facility Services) personnel (see also #9)
4. Food service providers (Canteen Food Services)
5. Department of Public Health employees
6. Maintenance personnel
 - Elevator (ThyssenKrupp)
 - Siemens Building Technologies
 - Janitors
 - Telephone Services (Viapath)
7. Medical/mental health staff (Wellpath)
8. Medical couriers and suppliers – (restricted to MJ 2nd floor)
 - CD & PH Medical Waste Management (infectious waste disposal)
 - San Joaquin Imaging (X-ray technicians) – restricted to MJ 2nd floor *and* Booking

13.16

Exhibit B

Attachment

Visitation Policy - Passes - Addendum F - Red.pdf

Exhibit B

*Fresno County Sheriff's Office
Custody Division Policies and Procedures
Visitation Policy Addendum F – Red*

RED JAIL ID CARDS – NON-CONTACT VISITS

Persons representing the following social service agencies will routinely be limited to non-contact interview areas.

1. Department of Social Services (Fresno County)
2. Court-contracted program assessors
3. Salvation Army
4. Other social service agencies (as determined by the Jail Operations Bureau Commander). Includes, but is not limited to:
 - Assessment, Training & Research (ATR)
 - Central Valley Regional Center (CVRC)
 - Evangel Home
 - Fresno Rescue Mission
 - Hope Now for Youth
 - Maroa Home
 - Sierra Tribal Consortium
 - Spirit of Women
 - Turning Point
 - WestCare

Exhibit B

Attachment

Visitation Policy - Passes - Addendum G - Limited.pdf

Exhibit B

Fresno County Sheriff's Office
Custody Division Policies and Procedures
Visitation Policy Addendum G – Limited

PROFESSIONAL ID's ONLY – *Usually, uniformed personnel* – with restrictions

1. **Defense experts who are NOT covered by PC 825.5**
will be restricted to non-contact interviews in one of the bondrooms, unless accompanied by an attorney who remains present with the incarcerated person and the defense expert during the entire interview. Exceptions shall only be with the prior approval of a Bureau Commander and only in those cases when physical contact is necessary for the defense expert to complete their duties (e.g., polygraph experts or medical personnel for the purposes of taking blood samples).
Incarcerated people shall be strip searched before and after leaving such an interview.

2. **Equipment repairmen – MJ 2nd floor only**
(vendor contractors and maintenance personnel - e.g., repairmen for the photocopiers, medical and dental equipment, etc.)

3. **Medical's contracted couriers and vendors - MJ 2nd floor only**
 - Linde Gas & Equipment (oxygen tank refills)
 - American Business Machines (Xerox)

 - CD & PH Medical Waste Management (infectious waste disposal)

 - San Joaquin Imaging (X-ray technicians) – restricted to MJ 2nd floor *and* Booking

 - Shred-it (pick-up/destroy confidential paperwork)

 - LPI (Loss, Protection & Investigation) (pick-up/destroy confidential material)

 - Stericycle (biohazard waste disposal)

 - Valley Medical Imaging (calibration)

4. **Process Servers (employed by the Sheriff or DA's Office)**
Upon the presentation of proper (official) identification, Process Servers may enter and serve legal papers on individuals in custody. They shall be escorted at all times while in the facility. They shall go directly to the housing location, serve the individual, and then immediately leave the facility.
Process Servers from the private sector are issued **pink** ID passes.
Process Servers without official identification shall be referred to the Watch Commander.

5. **STOP mail couriers – MJ 2nd floor Administration area only**

6. **Vendors – MJ 2nd floor only**

7. **Warehouse employees from Graphic Communications (Fresno County)**

Exhibit B

Attachment

Visitation Policy - Passes - Addendum C - Blue.pdf

Exhibit B

Fresno County Sheriff's Office
Custody Division Policies and Procedures
Visitation Policy Addendum C – Blue

BLUE JAIL ID CARDS – CONTACT VISITS *in designated areas*

Employees from organizations that have been contracted to provide services for the incarcerated people, and employees of public, private or government agencies who require incarcerated person access to perform their duties are issued **BLUE** jail identification cards. Persons in this category are allowed direct contact with the incarcerated people in designated program and interview areas within the Detention Facilities. They are NOT allowed access to the housing units, or movement between facilities via the tunnel. This category includes:

1. Clinicians performing Court-ordered Mental Health Evaluations pursuant to PC 1600 (Anka Programs)
2. Defense experts covered under PC 825.5 requiring multiple interviews (more than two) may, at the discretion of the Jail Programs and Services Bureau Commander, be subjected to an investigation of their criminal history and personal background. They shall present a copy of the court order and show proper identification and proof of licensure.
3. Early Intervention Services (Fresno County Office of Education)
4. Paralegals (all other legal assistants are issued PINK ID Cards)
5. Private Investigators (licensed)
6. Probation Techs
7. Psychology students from Alliant University (working on behalf of the Public Defender's Office or the Behavioral Health Court). All other students are issued PINK ID Cards.
8. Public Defender's Office – Investigators and rehabilitation consultants
9. U.S. Pre-Trial Services Officers

Exhibit B

Attachment

Visitation Policy - Passes - Addendum D - Pink.pdf

Exhibit B

PINK JAIL ID CARDS – CONTACT VISITS when accompanied

The following persons shall be permitted contact interviews when accompanying another person with incarcerated person contact clearance. If not accompanied by another person with contact clearance, these persons will be restricted to interviewing individuals in non-contact interview areas. This category includes:

1. Legal Assistants, the category of which shall include:
 - Certified law students
 - Interpreters
 - Law clerks
 - Legal interns
 - Unlicensed investigators
2. Notary Public
(To be escorted by either a correctional officer, attorney or licensed private investigator)
3. Process Servers (from the private sector)
(To be escorted by a correctional officer)

Exhibit B

Attachment

Visitation Policy - Passes - Addendum E - Gray.pdf

Exhibit B

Fresno County Sheriff's Office
Custody Division Policies and Procedures
Visitation Policy Addendum E – Gray

GRAY JAIL ID CARDS – GROUP VISITS

The following community-based service or program facilitators are permitted group contact, but are prohibited from communicating with incarcerated people at times other than those designated for meetings:

Education Program Teachers (Fresno County Office of Education)

Workshop facilitators

The following persons are permitted group contact and may provide additional non-contact AA/NA sponsor or pastoral care visits. Individual visits shall be limited to 30-minutes and be documented via an INTERVIEW event:

Jail Ministry volunteers who provide worship services

Alcoholics Anonymous

Narcotics Anonymous

Exhibit B

Attachment

Visitation Policy - Passes - Addendum A - Own ID.pdf

Exhibit B

*Fresno County Sheriff's Office Custody
Division Policies and Procedures
Visitation Policy Addendum A – Own ID*

CONTACT VISITS or FACILITY ACCESS – WITHOUT RESTRICTION

The following persons shall be permitted facility access without being subjected to the background screening process. They shall be required to wear their personal departmental identification or Jail-issued visitor's pass in a conspicuous place while inside the facility:

1. **Attorneys**
The attorney must provide positive proof of identity (i.e., photo ID) and current active registry with the State Bar Association (i.e., a bar card) in order to interview an incarcerated person.
2. California Department of Corrections (CDC) sworn officers
3. California Highway Patrol (CHP) Officers
4. Consular Officials
5. Coroner (or Deputy Coroners)
6. Customs and Border Protection (CBP) Agents
7. **Defense experts who are covered under Penal Code Section 825.5**
(i.e., physicians and surgeons, including psychiatrists, licensed to practice in the state of California or psychologists licensed to practice in the state of California who hold a doctoral degree and have at least two (2) years of experience in the diagnosis and treatment of emotional and mental disorders). They shall present a copy of the court order and show proper identification and proof of licensure.
8. Deputy Sheriffs
9. District Attorney (DA) investigators
10. Drug Enforcement Agency (DEA) investigators
11. Federal Bureau of Investigation (FBI) Agents
12. Identification Bureau personnel
13. Immigration and Customs Enforcement (ICE) Agents
14. Parole Agents (State and Federal)
15. Police Officers
16. Postal Inspectors
17. Process Servers employed by the Fresno County Sheriff's Office or DA's Office

Exhibit B

18. Probation Officers (County and Federal)
19. And other persons classified by the Federal Government as “law enforcement” or “peace officers”.

Exhibit C



FRESNO COUNTY SHERIFF-CORONER'S OFFICE JAIL DIVISION

APPLICATION FOR FACILITY ACCESS TO THE FRESNO COUNTY DETENTION FACILITIES

<i>For Office Use Only</i>	
JAIL PASS	
ISSUE	<input type="checkbox"/>
DO NOT ISSUE	<input type="checkbox"/>
Approved by: _____	
<small>Initials</small>	

Name: _____

Agency/Firm/Organization Represented: _____

Agency/Firm/Organization Address: _____

Agency/Firm/Organization Telephone: _____

Immediate Supervisor: _____

Job Title: _____

Reason requesting authorization for Jail Clearance: (Interviews, Assessments, Lead Groups/ Classes, Volunteer, etc.)

After completing this form and the attached "Personal History Statement," immediately have your fingerprints taken at the Main Jail Fingerprints Room, located on the first floor of the Main Jail Detention Facility at 1225 "M" Street.

The review of clearance for approval will take place after fingerprints are researched in Sacramento for any criminal history. Notification will be made when the review is complete.

Temporary clearances are not granted.

Exhibit C

Instructions to the Applicant

- The information provided in this Personal History Statement (PHS) will be used in the background investigation to determine suitability for clearance to enter the Fresno County Sheriff-Coroner's Office Detention Facilities.
- Fill out the form completely and accurately.
- Type or legibly print (in ink) all required information.
- If a question does not apply, enter **N/A** (not applicable) in the space provided for your response.
- If more space is needed for responses, attach additional pages and identify the information by the question number.

Accurate and Full Disclosure

Keep in mind that:

1. **The completion of a Personal History Statement is mandatory.**
2. All statements are subject to verification.
3. Inaccuracies or incomplete statements may bar or remove you from consideration for clearance.
4. All required time periods in your background must be accounted for.
5. Attach copies of any required certificates, letters, transcripts, etc. as proof that you meet requirements for the position/clearance level applying for.
6. If self-employed as an interpreter, please attach a copy of your business license.
7. If employed by a law firm or social services agency, attach a letter from your immediate supervisor, on appropriate letterhead, verifying full-time employment and credentials.
8. If licensed, attach a photocopy of your license and/or credentials.
9. If representing a court approved program, provide a letter of verification from the Courts and the District Attorney's Office.
10. If applying as a Volunteer with Religious Programs, Alcoholics Anonymous, or Narcotics Anonymous, provide a letter of recommendation from the agency you are representing.

It is to your advantage to respond openly. All factors in your background will be evaluated in terms of the circumstances and facts surrounding their occurrence, and their degree of relevance. For example, having an arrest record is not in itself grounds for disqualification. During the investigation, the investigator will inquire into the facts surrounding such an occurrence. An evaluation will then be made of the relevance of these facts to the requirements for clearance.

Disclosure of Arrests and Convictions

As an applicant, you are required to disclose any of the following which occurred on or after your 18th birthday (even if the records are sealed):

1. All arrests, whether they result in a conviction or not.
2. All convictions.
3. All diversion programs, whether completed or not (unless medically related).

Exhibit C

SECTION 1: PERSONAL

1. YOUR FULL NAME
 LAST FIRST MIDDLE

2. OTHER NAMES, INCLUDING NICKNAMES, YOU HAVE USED OR BEEN KNOWN BY

3. ADDRESS WHERE YOU RESIDE
 STREET APT/UNIT
 CITY STATE ZIP

4. MAILING ADDRESS, IF DIFFERENT FROM RESIDENCE

5. CONTACT NUMBERS
 HOME () - WORK () - EXT OTHER () - CELL FAX PAGER

6. EMAIL ADDRESS
 HOME BUSINESS

7. BIRTHDATE	8. SOCIAL SECURITY NUMBER	9. DRIVER'S LICENSE:	10. PLACE OF BIRTH
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10. PHYSICAL DESCRIPTION

HEIGHT WEIGHT LBS HAIR COLOR EYE COLOR SEX M F

SECTION 2: EMERGENCY NOTIFICATION

A) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
B) NAME	STREET	HOME () -
RELATIONSHIP	CITY	WORK () -
	STATE ZIP	EXT
C) DOCTOR/MEDICAL SERVICES	STREET	HOME () -
	CITY	WORK () -
	STATE ZIP	EXT

SECTION 3: Certification/License

11. I possess a certificate or license from the following institution:

Exhibit C

SECTION 4: LEGAL

12. HAVE YOU EVER BEEN ARRESTED OR CONVICTED OF ANY MISDEMEANOR OR FELONY OFFENSE IN THIS OR ANY OTHER STATE OR COUNTRY?

YES NO

IF YES, LIST ALL OFFENSES, INCLUDING THOSE PUNISHABLE UNDER THE UNIFORM CODE OF MILITARY JUSTICE.

ARRESTS / CONVICTIONS

A APPROX DATE

LAW ENFORCEMENT AGENCY

EXPLAIN CIRCUMSTANCES

B APPROX DATE

LAW ENFORCEMENT AGENCY

EXPLAIN CIRCUMSTANCES

C APPROX DATE

LAW ENFORCEMENT AGENCY

EXPLAIN CIRCUMSTANCES

D APPROX DATE

LAW ENFORCEMENT AGENCY

EXPLAIN CIRCUMSTANCES

13. Have you ever been placed on court probation as an adult?

YES NO

IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

14. Have you ever been denied access to any other detention facilities?

YES NO

IF YES, EXPLAIN THE CIRCUMSTANCES AND INCLUDE WHEN, WHERE AND WHY.

Exhibit C

FRESNO COUNTY SHERIFF-CORONER'S OFFICE No Hostage Acknowledgment

You are requesting permission to enter a no hostage facility. It is the policy of the Fresno County Sheriff-Coroner's Office that employees will not recognize hostages for bargaining purposes or permit inmates or others to use hostages to escape from custody. This policy will be applied in all cases without regard to the sex, age, or employment status of any hostage.

It is the policy of the Fresno County Sheriff-Coroner's Office that all persons entering this facility may be subject to search.

The undersigned acknowledges that working or performing any activities within the Fresno County Sheriff-Coroner's Jail facilities can be dangerous. The dangers include the risk of personal injury and the damage to personal property. It is understood that the Fresno County Sheriff-Coroner's Office maintains a **NO HOSTAGE FACILITY**.

SECTION 5. Applicant Signature

I hereby certify that I have read and understand all rules and statements contained in this application and that I personally completed each page of this form and any supplemental page(s) I have attached, and that all statements made on each and every page are true and complete to the best of my knowledge and belief. I understand that any misstatement of material fact may subject me to disqualification, or, if I have been appointed, may disqualify me from attaining clearance.

SIGNATURE IN FULL

DATE

Exhibit C

***** FOR OFFICIAL USE ONLY *****

Fingerprints taken: _____
Date Initials Comp ID#

Warrant/Offendertrak/NAMS Check: **Active** _____ **Negative** _____
Date Initials Comp ID#

Professional License: **Verified** _____ **Active** _____
Date Initials Comp ID#
Expires: _____

SERGEANT'S REVIEW

Approved: Yes _____ No _____

Contact Level: Red _____ Yellow _____ Green _____ White _____ Orange _____ Blue _____

Expiration Date: _____

Signature: _____ Date: _____

LIEUTENANT'S REVIEW

Approved: Yes _____ No _____

Signature: _____ Date: _____

Individual Received Pass _____

Clearance Revoked: _____ Reason: _____

Exhibit C



FRESNO COUNTY Sheriff-Coroner's OFFICE JAIL DIVISION DETENTION FACILITIES IDENTIFICATION CARD

You have received a Jail identification card that will allow you to enter the Fresno County Detention Facilities. All ID cards expire one year from the date of issue. You will find the expiration date located beneath your photo. It is each individual's responsibility to renew their ID card prior to expiration. The Sheriff-Coroner's Office will not issue a reminder.

If your badge expires prior to renewal, you will need to reapply and could be required to pay a fee to be re-fingerprinted.

If you separate employment from your current employer, you are required to return your ID card within 10 working days to:

Jail Pass Coordinator
Fresno County Sheriff-Coroner's Office
Jail Operations Bureau
1225 "M" Street
Fresno, CA 93721

The ID card is the property of the Fresno County Sheriff-Coroner's Office. If you fail to return your ID card, it could prohibit you from being able to receive another ID card in the future.

I have read and understand the above conditions associated with maintaining a Fresno County Detention Facility ID card. I agree to comply with the conditions as set forth herein.

Printed Name

Signature

Date

Witnessed by

Computer Number

Exhibit D

Data Security

1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit D.
- (C) **“Director”** means the County’s Sheriff, Director of Behavioral Health, or designees.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit D.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit D.

Exhibit D

- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit D;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

Exhibit D

before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

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

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit D, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)

Exhibit D

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit D. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

Exhibit D

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email addresses and telephone numbers: incidents@fresnocountyca.gov, (559) 600-5900, (559) 600-4645, DBHContractedServices@fresnocountyca.gov and Jack.Rocha@fresnosheriff.org (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit D, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
 - (ii) providing the County with physical access to the facilities and operations affected;
 - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint,

Exhibit D

including taking any corrective action under this Exhibit D, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit D.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit D, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit D.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit D. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

Exhibit D

Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit D, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit D to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

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

8. Indemnity. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit D and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit D or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

Exhibit D

County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

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

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

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

Exhibit E

1. Administrator Supervisor	Administrator/Supervisor who will be responsible to assure the quality of services provided for the Fresno County Jail and JJC, and provide supervision to the care coordinators/managers and other ancillary personnel who perform services pursuant to the resulting Agreement.
2. ECM Clinical Consultants (Licensed)	ECM Clinical Consultants (Licensed), a contract position, plays a key role in supporting the implementation, optimization, and evaluation of the program. This role involves providing clinical expertise, program guidance, and training to ensure high-quality, patient-centered care coordination for Medi-Cal beneficiaries with complex health and social needs. This position is required to oversee the completion of the Health Risk Assessment and the goals and objectives.
3. Lead Care Manager	The Lead Care Manager, with active collaboration from the member and care team, develops the individualized care management plan according to the unique member needs identified in the comprehensive screening and assessment process. This staff person will complete screenings and assessments, care coordination, reentry plan, and post-transition support services
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9. Data Billing Specialist	This position will manage and process billing data for the Cal-AIM program, ensuring accuracy, compliance, and timely claim submissions.
10. Quality Assurance Specialist	A Quality Assurance Specialist ensures that services and processes meet established quality standards by conducting program reviews and implementing improvements as needed. They collaborate with teams to maintain compliance, enhance efficiency, and drive continuous quality improvement.
FRINGE BENEFIT:	Fringe Benefits amount requested includes Tax (FICA), Social Security and Medicare (SUI), Worker's Compensation, Retirement and Health/Dental/Life benefits. Total Fringe Benefits computes to 22.6% of the total personnel salaries requested.
Local Staff Travel	Staff who utilize their personal vehicle to meet with clients and perform daily outreach will be reimbursed upon submission of mileage claim for reimbursement based on miles traveled.
Laptop Setup	This will include laptops, monitors, keyboards, mouse, and any connectivity supplies for all direct staff.
Office desks & other such items	This will include office desks, chairs, mats, filing cabinets, and landline phones for all direct staff.
Office Supplies/Consumables	This will include copy paper, pens, pencils, clinical record binder, cleaning and sanitation products.
Program /Client Support Supplies	The program participants will be provided with a 30-day bus pass as part of client support to assist with reentry to the community.
Office Supplies/Consumables	This will include copy paper, pens, pencils, clinical record binder, cleaning and sanitation products.
Utilities	This is for electricity, natural gas, and other utility costs allocated for the program.
Communications: Telephone/Internet	This represents cost of landline and internet connectivity.
Communications: Cell Phone	This represents the cost of cellphone service.
Copier Lease	The copier will have copy, print, and scan capabilities and will be used exclusively for the SAMSHA project only.
Staff Training	Funding for staff training that will support ongoing support development to ensure employee remain knowledgeable best practices.
Employee Recruitment	For the fees to provide background checks and other recruitment costs for direct program staff.
Printing/Duplication	This is for printing/duplication of brochures, pamphlets, program letterhead etc. for the program.
Repairs/Maintenance	Funds allocated to maintenance that will cover routine, emergency repairs and to ensure the facility remain safe.
Property/Liability Insurance	This is Property Insurance, General Liability Insurance, and Others such as Earquake and Umbrella Insurance.
Administrative/overhead indirect	Indirect Costs are comprised of administrative personnel and other costs associated that support the program and are not covered in the line item budget. Per the RFP, we are only charging 15% on the total salaries & benefits for administrative/indirect costs.

Exhibit E

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Exhibit E

WestCare Jail						
Program Name: CalAIM Pre-release Care Provider						
Program Location: 1900 N Gateway Fresno, CA 93727						
Fresno County Jail						
1900 N Gateway Fresno, CA 93727						Year 3
PERSONNEL:						
			Factor	FTE	Share	Budget
Program Director	TBH	100.0% FTE of annual salary \$80,000	80,000	100%	94%	82,908.00
ECM Clinical Consultants (Licensed)	TBH	100.0% FTE of annual salary \$110,000	110,000	100%	94%	113,999.00
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr	56,160	100%	100%	61,916.00
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr	56,160	100%	100%	61,916.00
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Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr	56,160	100%	94%	58,202.00
Data Billing Specialist	TBH	100.00% FTE @ \$24.00/hr	49,920	100%	94%	51,735.00
						616,424.00
FRINGE BENEFIT:		22.60% of Total FTE Personnel			22.6%	139,312.00
TOTAL PERSONNEL & FRINGE:						755,736.00
TRAVEL:						
					Share	
Local Staff Travel-Adult		1362 miles/mo * 12 mo * \$0.67/mile	16344	0.67	100%	12,814.00
TOTAL TRAVEL:						12,814.00
SUPPLIES:						
					Share	
Laptop Setup (w/2 monitors)		8 Laptop Setup (w/2 monitors) @ \$1550.00	1550	8	100%	
Office desks & other such items		8 Office desks & other such items @ \$2001.00	2001	8	100%	
Office Supplies/Consumables		\$600.00/month	600	12	94%	6,768.00
Program /Client Support Supplies-Adult		\$45.00/participant	45	1500	100%	67,500.00
TOTAL SUPPLIES:						74,268.00
VEHICLE						
					Share	
Vehicle Cost			1200	12	94%	13,536.00
Vehicle license/registration			800	1	94%	910.00
Vehicle Insurance			8500	1	94%	9,668.00
Vehicle Fuel		\$100X52	433	12	94%	5,915.00
Vehicle Maintenance		\$30/26 WEEKS	30	6	94%	205.00
TOTAL VEHICLE:						30,234.00
OPERATIONS:						
					Share	
Utilities		\$1,000/month	1000	12	94%	11,280.00
Communications: Telephone/Internet		\$1206.26/month	1206.26	12	94%	13,607.00
Communications: Cell Phone		\$600.00/month	600	12	94%	6,768.00
Copier Lease		\$450.00/month	450	12	94%	5,076.00
Staff Training		\$500.00/staff	500	10	94%	4,700.00
Employee Recruitment		\$250.00/staff	250	10	94%	2,350.00
Printing/Duplication		\$1,221.00/throughout the year	1221	1	100%	1,200.00
Repairs/Maintenance		\$300.00/month	300	12	94%	3,384.00
Property/Liability Insurance		\$715.00/month	715	12	94%	8,065.00
TOTAL OPERATIONS						56,430.00
TOTAL EXPENSES						929,482.00
INDIRECT:						
	Admin Overhead					
15.0% Administrative overhead/indirect of total salaries & benefits				15.0%		113,360.00
TOTAL PROGRAM COST						1,042,842.00

Exhibit E

1. Program Director	Administrator/Supervisor who will be responsible to assure the quality of services provided for the Fresno County Jail and JJC, and provide supervision to the care coordinators/managers and other ancillary personnel who perform services pursuant to the resulting Agreement.
2. ECM Clinical Consultants (Licensed)	ECM Clinical Consultants (Licensed), a contract position, plays a key role in supporting the implementation, optimization, and evaluation of the program. This role involves providing clinical expertise, program guidance, and training to ensure high-quality, patient-centered care coordination for Medi-Cal beneficiaries with complex health and social needs. This position is required to oversee the completion of the Health Risk Assessment and the goals and objectives.
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9. Data Billing Specialist	This position will manage and process billing data for the Cal-AIM program, ensuring accuracy, compliance, and timely claim submissions.
FRINGE BENEFIT:	Fringe Benefits amount requested includes Tax (FICA), Social Security and Medicare (SUI), Worker's Compensation, Retirement and Health/Dental/Life benefits. Total Fringe Benefits computes to 22.6% of the total personnel salaries requested.
Local Staff Travel	Staff who utilize their personal vehicle to meet with clients and perform daily outreach will be reimbursed upon submission of mileage claim for reimbursement based on miles traveled.
Laptop Setup	This will include laptops, monitors, keyboards, mouse, and any connectivity supplies for all direct staff.
Office desks & other such items	This will include office desks, chairs, mats, filing cabinets, and landline phones for all direct staff.
Office Supplies/Consumables	This will include copy paper, pens, pencils, clinical record binder, cleaning and sanitation products.
Program /Client Support Supplies	The program participants will be provided with a 30-day bus pass as part of client support to assist with reentry to the community.
Office Supplies/Consumables Vehicle	This will include copy paper, pens, pencils, clinical record binder, cleaning and sanitation products. A program vehicle has been added to support essential field-based activities required by the ECM Pre-Release and Reentry Program. Staff regularly travel between the Fresno County Jail, JJC, community reentry locations, housing sites, medical providers, and partner agencies. The vehicle will be used to: Provide transportation for clients when appropriate and allowable. Support linkage to medical, behavioral health, and social service appointments. Increase staff capacity to serve high-acuity clients efficiently. Costs include the purchase, registration, fuel, insurance, and routine maintenance.
Utilities	This is for electricity, natural gas, and other utility costs allocated for the program.
Communications: Telephone/Internet	This represents cost of landline and internet connectivity.
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Copier Lease	The copier will have copy, print, and scan capabilities and will be used exclusively for the SAMSHA project only.
Staff Training	Funding for staff training that will support ongoing support development to ensure employee remain knowledgeable best practices.
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Property/Liability Insurance	This is Property Insurance, General Liability Insurance, and Others such as Earquake and Umbrella Insurance.
Administrative/overhead indirect	Indirect Costs are comprised of administrative personnel and other costs associated that support the program and are not covered in the line item budget. Per the RFP, we are only charging 15% on the total salaries & benefits for administrative/indirect costs.

Exhibit F

Insurance Requirements

1. Required Policies

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

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

Exhibit F

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

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

2. Additional Requirements

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

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

Exhibit F

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this 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

Exhibit F

charges against any amounts owed by the County to the Contractor under this Agreement.

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

Exhibit G

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit G

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