

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of January, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California nonprofit corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY is in need of transitional housing, sustenance, support services/resources, programming, and/or other such services provided in a safe, clean, drug-free environment for both male and female adults on probation or in the Probation Department's Pre-Trial Program;

WHEREAS, COUNTY issued Request for Quotation (RFQ) Number 19-032 and Addendum Number One (collectively, the "RFQ"), which solicited proposals from qualified vendors to provide the aforementioned services; and

WHEREAS, CONTRACTOR responded to such RFQ and represents that it is willing and able to provide such transitional housing and services to COUNTY, as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. OBLIGATIONS OF CONTRACTOR

A. Provide COUNTY with transitional housing and services in accordance with the Scope of Work, attached as Exhibit A and incorporated by reference, at its facilities located at 2904 Belgravia Avenue, Fresno, CA 93721 and 2369 South G Street, Fresno, CA 93721.

B. Operate the transitional housing facilities and provide services in accordance with all applicable laws and regulations.

2. OBLIGATIONS OF COUNTY

A. COUNTY shall screen potential program participants before referring them to CONTRACTOR, utilizing the "PARTICIPANTS CRITERIA", as set forth in Exhibit "A."

B. COUNTY shall carry out all other responsibilities set forth in Section 5 of Exhibit "A".

C. COUNTY shall compensate CONTRACTOR in accordance with Section 5, "COMPENSATION/INVOICING," of this Agreement.

1 3. TERM

2 The term of this Agreement shall be for a period of three (3) years, commencing on February
3 1, 2019 through and including January 31, 2022. This Agreement may be extended for two (2) additional
4 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
5 prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or
6 her designee is authorized to execute such written approval on behalf of COUNTY based on
7 CONTRACTOR'S satisfactory performance.

8 4. TERMINATION

9 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
10 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
11 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
12 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

13 B. Breach of Contract - COUNTY may immediately suspend or terminate this
14 Agreement in whole or in part, where in the determination of COUNTY there is:

- 15 1) An illegal or improper use of funds;
16 2) A failure to comply with any term of this Agreement;
17 3) A substantially incorrect or incomplete report submitted to COUNTY;
18 4) Improperly performed service.

19 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
20 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
21 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
22 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
23 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
24 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
25 any such funds upon demand.

26 C. Without Cause - Under circumstances other than those set forth above, this
27 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
28 intention to terminate to CONTRACTOR.

1 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
2 CONTRACTOR agrees to receive compensation as set forth in Exhibit "B." CONTRACTOR shall submit
3 monthly invoices in triplicate to the County of Fresno Probation Department, 3333 E. American Avenue,
4 Suite B, Fresno, California 93725.

5 In no event shall compensation paid for services performed under this Agreement exceed Six
6 Hundred Thousand Dollars (\$600,000) annually from February 1 through January 31 of each contract
7 year during the term of this Agreement. In no event shall compensation paid for services for the initial
8 three year term of this Agreement exceed one million, eight hundred thousand dollars (\$1,800,000). If
9 the Agreement is extended for a fourth year, in no event shall the compensation paid for the total four-
10 year term exceed two million, four hundred thousand dollars (\$2,400,000). If the Agreement is extended
11 for a fifth year, in no event shall the compensation paid for the total five-year term exceed three million
12 dollars (\$3,000,000). It is understood that all expenses incidental to CONTRACTOR's performance of
13 services under this Agreement shall be borne by CONTRACTOR.

14 CONTRACTOR shall submit monthly invoices referencing the County Contract Number, as noted
15 on page 1 of this Agreement. CONTRACTOR shall include with the invoice backup documentation
16 regarding the total number of days charged in the invoice. The backup documentation shall include each
17 participant's name and the total number of days each participant was in the program that month.
18 CONTRACTOR shall submit invoices to the County of Fresno, Probation Department Business Office,
19 3333 E. American Avenue, Suite B, Fresno, CA 93725 or to ProbationInvoices@fresnocountyca.gov.
20 Payments by COUNTY shall be made within forty-five (45) days after receipt of CONTRACTOR's properly
21 completed invoices. Such payments shall be mailed to the CONTRACTOR's address identified on page 1
22 of this Agreement.

23 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
24 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
25 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
26 times be acting and performing as an independent contractor, and shall act in an independent capacity and
27 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
28 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which

1 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
2 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
3 terms and conditions thereof.

4 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
5 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
7 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
8 and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In
9 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
10 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
11 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
12 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

13 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
14 written consent of all the parties without, in any way, affecting the remainder.

15 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
16 nor their rights or duties under this Agreement without the prior written consent of the other party.

17 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
18 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
19 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
20 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
21 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
22 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
23 or corporation who may be injured or damaged by the performance, or failure to perform, of
24 CONTRACTOR, its officers, agents, or employees under this Agreement.

25 The provisions of this Section 9 shall survive the termination of this Agreement.

26 10. INSURANCE

27 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
28 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance

1 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
2 Joint Powers Agreement (JPA) throughout the term of the Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than Two Million Dollars
5 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
6 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
7 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
8 liability or any other liability insurance deemed necessary because of the nature of this contract.

9 B. Automobile Liability

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

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
15 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
16 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

17 D. Worker's Compensation

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

20 E. Cyber Liability

21 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
22 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
23 undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving
24 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
25 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
26 release of private information, alteration of electronic information, extortion and network security. The
27 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as
28 credit monitoring expenses with limits sufficient to respond to these obligations.

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2 F. Molestation

3 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
5 issued on a per occurrence basis.

6 Additional Requirements Relating to Insurance

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

14 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
15 employees any amounts paid by the policy of worker's compensation insurance required by this
16 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
17 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
18 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

19 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
21 foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E.
22 American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained
23 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for
24 any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has
25 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under
26 the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
27 General Liability insurance names the County of Fresno, its officers, agents and employees, individually
28 and collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned; that such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
3 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
4 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
5 given to COUNTY.

6 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
7 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
8 Agreement upon the occurrence of such event.

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

12 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
13 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
14 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
15 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
16 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

17 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
18 the examination and audit of the California State Auditor for a period of three (3) years after final payment
19 under contract (Government Code Section 8546.7).

20 12. NOTICES: The persons and their addresses having authority to give and receive notices
21 under this Agreement include the following:

22 COUNTY
23 COUNTY OF FRESNO
24 COUNTY OF FRESNO
Chief Probation Officer
3333 E. American Ave, Suite B

CONTRACTOR
Turning Point of Central California, Inc
Raymond R Banks, Chief Executive Officer
PO Box 7447
Visalia, CA 93290-7447

25 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
26 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
27 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
28 personal service is effective upon service to the recipient. A notice delivered by first-class United States

1 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
2 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
3 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
4 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
5 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
6 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
7 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
8 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
9 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
10 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
11 beginning with section 810).

12 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
13 only be in Fresno County, California.

14 The rights and obligations of the parties and all interpretation and performance of this Agreement
15 shall be governed in all respects by the laws of the State of California.

16 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

17 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
18 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
19 to operate as a corporation.

20 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
21 that they are a party to while CONTRACTOR is providing goods or performing services under this
22 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
23 and in which one or more of its directors has a material financial interest. Members of the Board of
24 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
25 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by
26 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
27 immediately thereafter.

28 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the

1 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
2 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
3 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

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4 **TURNING POINT OF CENTRAL
CALIFORNIA, INC.**

5 
6 (Authorized Signature)

7 Raymond R. Banks, Chief Executive Officer


8 Print Name & Title

9 P.O. Box 7447

10 Visalia, CA 93290-7447

11 Mailing Address

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

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

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16 By: 
Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 **ORG No.: 34309999**

19 **Account No.: 7295**

20 **Requisition No.: 3431900165**

SCOPE OF WORK

The County of Fresno on behalf of the Department of Probation, is requesting quotes from qualified vendors to provide housing, sustenance, support services, programming, supervision and/or other such services as directed by the Fresno County Chief Probation Officer for up to 50 Probation Service Centers' (PSC) participants under the jurisdiction of the Fresno County Probation Department.

Individuals referred to the PSC by the Probation Department, hereinafter referred to as "participants." Participants may be housed for 120 calendar days. Housing may be extended at the discretion of the Chief Probation Officer or designee an additional 60 days on a case by case basis and client needs. The participant will remain on active probation supervision status while housed at the PSC.

The objective of the PSC is for participants to become aware of their responsibility to society, to assist them with life skills, training, job preparation and retention, and to assist in their successful transition back into the community. The expectation is that participants will remain in the PSC, at no cost to the participant.

1. MULTIPLE PROGRAM GUIDELINES

Participants shall be housed in a PSC facility (i.e., separate building, floor of a larger building, etc.). If Vendor provides programs or services at its PSC facilities other than the program and services for participants set forth in this Agreement, then Vendor will be required to ensure participants remain isolated from other programs or services involving children (i.e., Mother Infant Programs, Female Offender Treatment Employment Program, etc.), including mealtimes or other activities.

2. VENDOR RESPONSIBILITIES

To provide a PSC suitable for 24-hour/seven days per week (including weekends and holidays) of supervised housing for eligible adult participants. Vendor shall perform all of the following responsibilities:

- Assume full responsibility to administer staff and operate the PSC in accordance with all applicable laws, regulations and contractual requirements herein.
- Maintain staffing levels consistent with those required herein, carry out program objectives and maintain the safety and security of the PSC and the community.
- Supervise PSC contract staff.
- Provide housing, sustenance, supervision, programming and services for participants as directed by the Chief Probation Officer or his or her designee.
- Provide training to staff to include obtaining medical response and developing emergency medical evacuation plans for staff and participants.
- Provide and coordinate all participant activities within the PSC.
- Ensure all participants save 75 percent of their earnings once they become employed.
- Arrange participant transportation for program purposes.
- Furnish the PSC with equipment, furnishings and qualified personnel.
- Provide a drug-free work environment for the safekeeping, care and program needs of residing participants.

- Provide daily inspections by staff of the food services program and participant sleeping rooms and weekly inspections of the entire PSC to assure compliance with all applicable laws related to health, safety and sanitation.
- Provide a facility count and remedial sanction participant count on a daily and weekly basis to Chief Probation Officer or his or her designee.
- Complete all required forms and collect data as requested by the Chief Probation Officer or designee.
- Contact the assigned Probation Department staff immediately upon the unauthorized departure of a participant.
- Ensure that PSC facilities are kept and maintained in accordance with applicable federal, state, and local laws and regulations.

With approval from the Chief Probation Officer or his or her designee, Vendor will provide all of the following:

- Develop and implement a suitable organizational structure with clear lines of authority within thirty (30) days of commencement of the ensuing Agreement.
- Assign daily chores/work assignments to participants.
- Prepare a detailed description of legal authority, responsibilities and duties of each staff member.
- Develop and implement written policies and procedures for PSC administrative and operational activities consistent with applicable laws and approval by the Probation Department.
- Implement and maintain an organized program of PSC staff orientation and staff training.

3. PARTICIPANTS CRITERIA:

The Probation Department will have the final decision regarding participant program placements and retains the right to remove participants from the program at any time.

The following persons will not be admitted to the PSC:

- Participants who are designated high notoriety as determined by the Probation Department
- Participants who are required to register pursuant to Penal Code (PC) Section 290 (sex offense) and/or PC 457.1 (arson) or have a history of either.
- Participants with case factor indicating the participant would be a danger to others. (Example: participants against whom a current program participant has a restraining order.)
- Participants in need of detoxification

All placements must be in accordance with state and local laws regulations.

When applicable, the referring Deputy Probation Officer will provide the participant's individual Offender Needs Guide (ONG) assessment or equivalent at the time the of referral.

4. SERVICE CENTERS REQUIREMENTS

Facility must adhere to the license requirements for the State of California Department of Social Services Community Care Licensing Adult and Senior Care Program, unless an

additional requirement is otherwise stated in this Scope of Work.

A. Physical Site Requirements

The PSC shall be (1) equipped to monitor internal movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and PSC physical site and plant requirements.

The minimum PSC physical site and plant requirements include the following components:

1. Control Center Area - A properly furnished, equipped and supplied area will be provided as the focal point for staff's management and control of all PSC activities. Staff assigned to this area shall monitor all written records related to activities such as: participants' schedules; medical appointments; job search passes; reporting to paid jobs in the community; attending off-site functions; check-in of visitors; tracking center searches and communications with related public and private agencies such as law enforcement; emergency service agencies; involvement in social service groups; and substance abuse treatment programs.
2. Participant Housing - Participant housing at the PSC may be dormitory style or individual rooms. The square footage of the sleeping space provided to each participant (of which no more than four (4) square feet is closet space) shall be according to the chart below:

Participants Per Room	Minimum Required Total Square Footage Per Room	Minimum Required Square Footage Per Participant
1	50	50.0
2	70	35.0
3	90	30.0
4	110	27.5

The Probation Department may request a 3-5 bed vacancy rate, for "emergency placements" transitioning from facilities that meet program criteria.

Housing units must provide an adequate number of functional, clean and full-service bathrooms

If male and female participants are housed in the same facility, Vendor shall ensure minimal personal security and privacy which will include, but not be limited to, the following:

- a. Separate and adequate toilet, hand washing, and bathing facilities for females and males.
 - b. Separate and adequate sleeping areas for females and males.
3. Parking - Convenient parking shall be available for assigned Probation employees. Public parking can be used for the required parking. All parking expenses shall be the sole responsibility of the vendor; No reimbursements will be made for parking. One parking space shall be reserved for assigned Probation Department staff if parking is available.

4. Food Services - Meals may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The dining room shall accommodate the total number of participants served at each mealtime and meet all applicable health and sanitation codes. This room can be used for multiple purposes.

Vendor shall provide the following Minimum Staffing Levels:

- 1 Center Manager
- 15:1 Caseworker Ratio – Includes 1 Caseworker Supervisor/Asst. Center Manager
- 5 Monitors
- 2 Job Developers
- 1 Secretary/Administrative Staff
- 1 Cook
- 2 Assistant Cooks
- 1 Maintenance Worker (This position is not required if maintenance is being addressed as needed using professional vendors)

a. Subcontracted Food Service

Vendors who subcontract food service through a local provider such as a restaurant or caterer, shall ensure the provider:

- (a) adheres to all state and local health sanitation codes and regulations
- (b) be licensed
- (c) has a certificate or permit to operate
- (d) is notified in writing that the provider is subject to inspection and approval by Probation Department staff.

5. Office Space for Probation Assigned Staff - A minimum of 95-110 square feet, or as approved by Chief Probation Officer or his or her designee, of private office space designated solely for one Probation Department staff position assigned to the PSC shall be provided. This office space shall include a working telephone with local service. The expense of Toll calls made by Probation Department staff can be reimbursed by the County. The office must also include a broadband Internet connection along with appropriate service provided at Vendor's expense. Broadband Internet service is defined as either a cable or DSL connection.
6. Participant Property Room - Personal property left at the PSC shall be held in secured storage to prevent damage to the participants' belongs for no longer than 30 calendar days. Property left beyond 30 calendar days shall be forfeited.
7. Maintenance Room – All tools and maintenance equipment will be kept in a locked maintenance room.
8. Suitable Living and Sleeping Areas - The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Cleaning and Replacement Log.
9. Smoke-free Environment - Indoor smoking at a PSC shall be prohibited in accordance with State law. A **"NO-SMOKING"** sign shall be posted within the PSC in full view of

participants, staff and visitors. Vendor shall post a "**NO-SMOKING**" sign in all sleeping areas; designated visiting areas; and in the main office/central control area occupied by staff.

13. Vector Control - Vendor shall maintain a subcontract for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the PSC facility.
14. Sanitation and Health Codes and Regulations - Written reports of inspection by state or local authorities shall be sent to Chief Probation Officer or his or her designee upon request and kept on file at the PSC facility.
15. Building Codes and Regulations - Verification of compliance may be in the form of a currently valid permit, letter and/or certificate.
16. Housekeeping and Maintenance Plan - A Housekeeping Plan and Log shall be maintained by PSC staff that reflects daily inspections of the PSC to ensure it is kept clean and in good repair at all times. The PSC shall be equipped with a utility sink and have a secured storage space to be used for the storage of the PSC cleaning supplies and equipment (e.g., mops, brooms, buckets, etc.) A Material Safety Data Sheet for each cleaning agent shall be posted in the room where the chemical is kept and shall meet hazardous material storage requirements.
17. Construction — Vendor must notify Chief Probation Officer or his or her designee 30 calendar days prior to the commencement of any construction on the facility site in order to facilitate the relocation of participants, if necessary.
18. Temperature Control — PSC facilities should be equipped with either central heating, wall heating, or at minimum electrical space heaters. Kerosene or propane space heaters cannot be utilized at PSC facilities due to health risks and fire hazards.

An electrical space heater with a proper heating element guard may be used as an acceptable alternative form of heating. Electrical space heaters must be manufactured post-1991 and be the correct size for the room to be heated.

B. Service Requirements

Introduction and Orientation of Participants to the PSC and the Programs:

Within 24 hours of arrival at the PSC, participants shall receive a written summary of the PSC procedures governing their conduct, services, and activities.

This summary shall be presented in a non-English language, if necessary, and include procedures governing:

- mail
- visiting
- use of center telephones and personal cell phones
- discipline
- appeals
- The PSC daily activities and other requirements.

PSC and Probation Department governs, substance abuse testing, participation in paid employment, amount of cash a participant may have in his/her possession (\$150.00 maximum), and the role of the Probation Department staff. Participants shall be advised

that their continued presence at the PSC is at the discretion of Probation Department staff and the facility manager/director, which is contingent upon participation and house rules. Probation Department staff will consult with facility staff on an as needed basis. The Chief Probation Officer, or his or her designee, will make the final decision on any participant discharge issues that cannot be resolved between Probation Department staff and the PSC facility manager/director to determine if the participant shall continue in the PSC.

An initial orientation check-off sheet shall be signed by the PSC employee who conducted the orientation and also by the participant. The original check-off sheet shall be retained in the participant's case file and a copy given to the participant.

1. Individual Needs Assessment Review/Assessment Plan - Within five (5) calendar days of arrival at the PSC, caseworker staff will determine if a needs assessment has been completed by the Probation Department.

If a Needs Assessment has been completed, the caseworker will review it with the participant and determine the course of action in accordance with their top three criminogenic needs.

If a Needs Assessment has not been completed, the caseworker will advise the referring Deputy Probation Officer, who will make arrangements for the Needs Assessment to be completed.

The focus of the Needs Assessment may include, but are not limited to the following criminogenic needs:

1. Education
2. Community employment
3. Friends
4. Residential
5. Family
6. Alcohol/Drug use
7. Mental Health
8. Aggression
9. Attitudes/Behaviors
10. Coping Skills

The caseworker supervisor and/or caseworker(s) will complete the Individual Treatment Plan (ITP) within seven days of the participant's arrival and retain the ITP in the participant's case file. The ITP will be utilized during the participant's case review/committee hearing at the facility and will be updated prior to the participant's transition.

The highest three **criminogenic needs** in accordance with the assessment will be the focus of the ITP. Program Requirements regarding what should be included in the ITP can be found in Section 5.C.

2. Case Management Review. — A continuous review of the participant's needs, participation and conduct while at the PSC will be monitored throughout the

participants stay. Vendor's to develop and provide procedures on Case Management Review and will be placed in the participants file.

3. Confidentiality and Security of Participant Case Files — Vendor will maintain written policies and procedures in accordance with Probation Department policies. The PSC must prepare and maintain properly organized case files which include pertinent information from participants' Probation files as well as the PSC's intake information, case assessment and program plan. All such case files shall be secured in a locked file cabinet accessible only to authorized Probation and PSC staff. Vendor shall have written procedures for the release of case file information. This will include the participant's signed and dated Release of Information Form; the name of the person, agency or organization to which the information was released; and the signature of the PSC employee who released the information and the date of release.
4. Program Data Collection Form — The Program Data Collection Form (to be provided by the Probation Department) must be completed for each participant who enters the PSC.
5. Personal Identification Cards — If a participant does not have a current California Identification Card or California Driver License, Vendor shall refer the participant to the Department of Motor Vehicles and assist the participant in completing the required paperwork and acquiring identification.
6. Social Security Card - If a participant does not have a valid Social Security Card, Vendor will refer the participant to the Social Security Administration and assist the participant in completing the required paperwork and acquiring a Social Security Card.
7. Participant Clothing and Shoes — PSC staff shall assist the participant on a case by case basis in obtaining needed clothes and shoes through local clothes closets maintained by charitable organizations.
8. Laundry Services - Vendor will provide, at no cost to the participant, regular access to on-site laundry machines and detergent. All bed sheets, pillow cases, and towels shall be laundered at least once a week.

Upon arrival at the PSC each participant will receive one set of clean linens, a blanket, and a bath towel. A second set of clean linens, a second blanket, and a second towel shall be kept on hand and stored in a linen closet. Linen and towel supplies must be rotated on a weekly basis and replaced by Vendor if they are worn or stained. Participant clothing shall be laundered as required based on their daily work and program activities.

9. Participant Medical Care - Periodically, participants with special medical needs may be placed at the facility. It shall be the responsibility of the vendor, in consultation with the Chief Probation Officer or his or her designee, to make appropriate reasonable accommodations for those special needs. Reasonable accommodations may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for the participants.

If a participant does not currently have medical, dental or vision insurance, or the means of paying for health care, the Vendor should encourage and assist the participant in obtaining appropriate insurance (through a spouse/family member, Medi-Cal, Veterans Administration, County Medical Assistance, etc.) When any participant

health-related problems occur that may interfere with the participant's ability to remain in a PSC, the Vendor shall notify Probation Department staff to determine the course of action. If the participant can remain at the PSC, the Vendor shall provide the participant adequate information to secure the necessary medical appointment and assist with transportation.

a. Medicine Cabinets

The PSC shall have a secured medicine cabinet in a controlled area under staff's supervision. A log sheet must be kept on all medications stored in this cabinet which includes all of the following:

- the name of each medication
- the participant's name
- Probation number
- dosage given,
- the date and time administered
- the number of pills or liquid quantity remaining after each dosage has been administered
- name of staff who administered the dosage
- date and initials of the PSC manager's weekly inventory of medications.

All participants' outdated, discarded and/or unclaimed medications must be properly disposed of. Medication requiring refrigeration will be stored in a locked, refrigerated area.

b. First Aid

All PSC staff shall be trained in first aid, including Cardio Pulmonary Resuscitation, within the first six weeks of employment. A certificate of completion must be maintained in the employees' personnel files. Fully stocked first aid kits will be located in key areas such as the control room, kitchen and maintenance shop.

10. Meals - Each menu or food item containing pork or prepared in or seasoned with a pork derivative (including use of shortening containing a pork product) shall be identified on the menu with a "P." Upon written request, with adequate justification and information that can be verified through a representative of the religion at issue, the participant shall be provided special diets related to their religious preferences and practices. With a doctor's or acceptable medical practitioner's written directions, participants shall be served special diets for health purposes.

Proof of food preparation and medical clearances shall be maintained in the staff member or participant file and available upon request.

Sack lunches shall be provided to participants who are off-site during the day on authorized activities. In addition, the evening meal will be prepared and stored under refrigeration for participants working irregular hours and returning to the PSC after the kitchen has closed.

Kitchen and dining room trash and refuse shall be stored in properly sealed containers until collected by the local disposal service. All cleaning solvents, detergents, and supplies must be stored separately and away from food, cooking supplies, and serving

utensils. The PSC's management staff will conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities and staff/participant practices are maintained in a safe and hygienic manner.

11. Participant Mail - All regular non-confidential mail received or sent by participants at the PSC is subject to being searched by a Probation Department peace officer staff as authorized by the participant's signature agreeing to the PSC house rules/conditions of admission. Reading of mail shall be for cause only, which may be, but is not limited to, staffs belief that participant's mail sent or received poses a danger to persons, the general public or a serious threat to the security of the PSC.

All incoming packages addressed to participants will be opened and inspected in the presence of the participant receiving the package. All regular mail shall be inspected for the purpose of verifying and recording the receipt of permitted personal property and to prevent the introduction of material, substances, or property that the participants are not permitted to have in the PSC.

12. Participants' Use of PSC's Designated Telephones and Cell Phones - The PSC shall provide participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, service agencies or any person of the participant's choosing. Vendor shall provide TDD telephones and other assisting equipment upon request from the participant.

Vendor will prepare and adopt written policy and procedures regarding the time of day, frequency and length of time telephones may be used and prohibition on receiving incoming calls. If PSC staff receives an emergency or program related telephone call for a participant, the caller's name, telephone number and nature of the call shall be taken down by staff and given to the participant at the earliest possible opportunity.

Participants will be permitted to use the PSC's business telephones for program related purposes.

Vendor must have a written policy regarding the use of cell phones by participants. This policy shall be disseminated to each participant upon entrance to the PSC. In addition, this policy shall be a part of the Operations Manual for the PSC and be made available to Probation staff upon request.

13. Participants' Use of Personal Vehicles - In accordance with PSC rules, participants who are employed or participating in approved activities may request approval to use their personal vehicle. This request shall be submitted in writing to the PSC's Probation staff

Approval or denial shall be placed in the participant's case services files.

Participant Passes - The PSC director/manager (or designee in his or her absence) and/or assigned Probation staff may authorize participant passes between the hours of 0600 through 2100.

15. Community Leave Requests - Only the PSC's Probation staff may grant participants community leave which includes overnight visits for family reunification.
16. Participant Transportation - Vendor shall provide safe and secure public transportation

of participants to all contracted programs, emergency transports, and Vendor's move to a new location. Vendor or staff shall never use their personal vehicles to transport participants. Vendor will provide bus passes/tokens for the use of the public transportation systems to indigent participants who have insufficient funds to pay the cost of bus passes/tokens. Determination of whether a participant is indigent will be made by the Chief Probation Officer or his or her designee. Bus passes are to be used for program related activities, medical appointments, DMV appointments, etc. Vendor will not provide monetary funds for transportation purposes.

C. Program Requirements

Vendor must comply with the PSC concept goals to promote self-sufficiency for participants through required involvement up to 120 calendar days, providing life skills training, counseling, enhanced employment readiness training, and job search/employment. Vendor will provide all training materials to be utilized for required programming. Training materials may include (for example): computer programs, books, videos, and other materials. Staff shall be trained in any evidence based curriculum as designated by the Probation Department.

For all participant program requirements and referrals (as specified in this section), Vendor will complete and have each participant sign the "On-Site Probation Participant Program Sign-In Sheet" and/or the "Off-Site Probation Participant Program/Employment Sign-Out Sheet." The sign-in and sign-out sheets must contain the participant's name, assigned Probation number, program component name, and hours completed.

The County reserves the right to alter Probation forms required under the ensuing Agreement to meet the needs of the County.

Based on the participant's individual needs assessment a determination will be made by the caseworker, in accordance with the participant's top three criminogenic needs, as to the appropriate service level. The Vendor must provide an Evidence Based Curriculum utilizing one or a combination of the following programs, and/or any other Evidence Based Curriculum as found in the Results First Clearinghouse Database:

- The Change Companies Interactive Journaling curriculum: <https://changecompanies.net>
- Moral Reconciliation Therapy-MRT®: <https://www.ccimrt.com/>
- Results First Clearinghouse Database: <https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

The Vendor will also provide Independent Life Skills for each participant including, but not limited to the following:

- Life Skills/Independent living
- Budgeting and Money Management
- Healthy Lifestyle Education
- Computer Familiarization
- Job Readiness and Resume Preparation
- Community Reentry Planning and Connections

D. Administrative Requirements

Vendor will ensure that the administrative integrity of the PSC is maintained at all times. An adequate administrative control, must incorporate the following components into the scope of operations:

1. Organizational Structure - A written description and an organization chart that outlines the structure of authority, responsibility and accountability within the PSC and the PSC's parent organization. The description will outline all potential nepotism and relationships.
2. Computer Requirements — Maintain a minimum of one (1) computer, monitor, and printer at both the PSC facility and the corporate office. The computers shall be equipped with Microsoft® Windows 10 Professional operating system or later, antivirus/anti-malware software, Microsoft® Office 2007 or later applications (Word, Excel and Access at a minimum), and a compact disc drive. Each computer must have internet service (broadband or better) supporting electronic mail for staff members, and the ability to transmit data via Secure FTP (FTP over SSH, port 22). To prevent breaches or loss of data, computers and data files must be secured from unauthorized physical or electronic access, and data will be backed-up daily.
3. Data Collection - Maintain a computerized database and collect demographic, program participation and program exit data as outlined in Section C (Program Requirements); Section E (Security Requirements); the Program Data Collection Form and any other data determined by Chief Probation Officer or his or her designee. All intake, participation, and exit data collected for all PSC participants, will be entered into the database and submitted electronically for review not later than the 15th of the following month. Any data requested by the Probation staff must be made available for review, and a Register of Program Participation (RPP) will be generated on a monthly basis, summarizing participant participation in program components for approval by Probation staff. The RPP shall be submitted with the Monthly Invoice.

Vendor's Center Manager (CM) shall monitor the data collection to ensure the quality of the data provided is accurate, and submitted each month as required, and corrected, if necessary.

4. Fiscal Responsibilities - The CM is directly responsible for implementation of program activities and for ensuring compliance with the County's administrative and fiscal regulations relating to this RFQ. In conjunction with the CM, Vendor's financial officer is responsible for preparing and administering an accounting manual which maintains fiscal records to adequately determine allowable and applicable program costs.

Invoices must be submitted according to the following instructions:

- 1) be accompanied by required supporting documentation noted above;
- 2) include the Agreement Number; and
- 3) be submitted not more frequently than monthly to the Probation Business Office.

Invoice packages will be returned to Vendor if the County determines they are incomplete, improperly prepared, or missing the required supporting documentation. Before payment is made, Vendor must correct any invoice package errors, submit the

proper documentation and/or complete, accurate data as required.

5. Trust Fund Accountability — Participants are required to save 75 percent of their net income. The amount may be reduced on a case-by-case basis with the approval of Probation Department staff. While participants are housed in the PSC, their income may not be used to purchase expensive personal items (i.e. automobiles, motorcycles, stereo sets, and jewelry). (SSI payments will be considered as income and treated with the same procedure set in place for participants while housed at the PSC). If a participant is removed from the program either voluntarily or involuntarily (including absconders), but has monies left in their Trust Fund, Vendor shall forward a check in the participant's name to the Chief Probation Officer, or his or her designee, no later than seven (7) calendar days from being voluntarily or involuntarily (including absconders) removed from program. Vendor will establish a Trust Fund for participants for the purpose of saving money. Vendor shall maintain accounting records necessary to provide for the recording of all transactions affecting the Trust Fund. Vendor shall limit the number of employees that handle the trust funds to a select few who have passed a criminal background check conducted by the Probation Department. Accounting records must be accurate and current relative to each individual participant within the Trust Fund. All entries to the Trust Fund should be supported by sufficient and relevant source documentation. Monthly reconciliations should be performed to ensure the accuracy of the accounting records. Trust Funds will not be utilized for expenditures relative to the operation of the facility or any other expenditure not authorized by the participant and approved by assigned Probation Department staff. If interest is earned in the Trust Fund, a fair market interest rate shall be established and distributed to individual participants based on the amount saved.
6. Work Crew Assignments - Vendor agrees to assign participants to uncompensated work crew assignments within the PSC to offset program expenses related to grounds and building maintenance, and housekeeping and food services.
7. Participant Funds — Participants shall be limited to having \$150.00 in their possession unless the assigned Probation Department staff approves a participant's request to exceed this limit for specified reasons.
8. Records Retention (Non-financial Records) - Hard copy and electronically formatted records of all non-financial documentation, files, etc., relevant to each individual participant and the operation of the PSC must be maintained for five years . Data shall include, but not be limited to:
 - daily movement sheets
 - participant case files
 - personnel files
 - food service
 - maintenance records and logs
 - correspondence.

Vendor will be responsible for ensuring that such records are adequately and securely kept at each PSC facility. Files shall be made available to Probation Department staff upon request.

9. Personnel Policies and Procedures — Vendor shall develop and maintain written personnel policies and procedures which include, but are not necessarily limited to:

- a. Security Clearances - All current and potential staff must undergo a thorough security clearance, which will include a Live Scan background check. Vendor shall review the Live Scan reports to ensure their staff meets all Probation Department mandates and requirements. The County reserves the right to approve or deny all security clearances. The County has the authority to immediately terminate any ensuing Agreement should any vendor employee be identified as a threat to security. Any employee providing administrative staff management oversight and monitoring shall be a minimum of 21 years of age.
- b. Job Descriptions — Provide job descriptions for all staff positions authorized under this Agreement. Each job description shall include the job title and shall accurately describe the duties and responsibilities of the position and identify the required minimum experience and education.
- c. Fraternalization – All Employees of the PSC shall comply with the Vendor's policy prohibiting employees from over-familiarization and fraternization with participants, their families, and their friends. This policy must be reviewed and approved by the Chief Probation Officer and/or his designee.
- d. Staff In-Service Training - Vendor, in conjunction with Probation Department staff, vendor will develop and implement training programs for all staff which shall clearly define the knowledge and skills necessary for the effective management of participants and the supervision of their activities specific to the PSC. Documented evidence that full-time monitoring/counseling employees receive 40 hours of applicable orientation and training within their first year on the job and 40 hours of in-service training annually thereafter must be provided. Evidence shall include an individual training plan maintained for each employee documenting chronological dates when the training took place and the classes taken. Training plans will be maintained in each employee's personnel file. Training shall include, but not be limited to, Participant and Staff Relations, Equal Employment Opportunity Discrimination and Sexual Harassment Policies, and Blood Borne Pathogens/Infectious Diseases.
- e. Staff Coverage - Vendor must provide appropriate staff coverage on site to effectively confer with Probation staff regarding policy, participant/program issues, and meet the staffing requirements specified within this RFQ. Staffing schedule will identify which qualified staff shall provide direct supervision of participants 24 hours daily, seven (7) days a week.

A staff roster will be in accordance with established staffing ratios and be made available upon the County's request.
- f. Job Action Contingency Plan — Provide a written job action contingency plan to be implemented in the event of employee actions which may disrupt the PSC's daily operation (i.e., strikes, sick-outs, sit-ins, etc.).
- g. Citizen Volunteers — Volunteers, including interns, tutors, visiting clergy and members of special interest groups such as ANNA, and their assigned duties shall be approved by The Chief Probation Officer, or his or her designee, prior to commencing work.
- h. Vacant Positions — All vacant positions shall be filled within 90 days after notice is given for a budgeted position or the employee is terminated.

E. Security Requirements

1. Operations Manual - Prepare and maintain a current written operations manual that describes the PSC's purpose, philosophy, programs, services, policies and procedures. This manual shall summarize the approved methods of implementing Probation policies and provide details for daily operation of the program. This manual will be made available to the County upon request.
2. PSC Safety and Security - With the County's assistance, develop and maintain written policies and procedures for the PSC pertaining to the proper supervision of participants, maintenance of security, and handling of emergencies. These policies and procedures must include, but are not limited to:
 - a. Control Center Area - An adequately equipped, staffed and properly managed control center area for observation of PSC activities that is fully operational 24 hours a day, seven (7) days per week.
 - b. Key Inventory and Control - The inventory and control of every key issued and used in the PSC's operations. These procedures shall address, at a minimum: Restriction of keys to sensitive areas including kitchen; food storage room; medicine cabinet; participant property room; staff offices; participant case file cabinets; hand tools and hazardous/toxic/volatile substances.
 - c. Center and Grounds Security - Daily inspections of PSC facility grounds addressing such matters as functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out); keeping the PSC and grounds free of contraband and providing security from outside intrusions. These policies shall ensure that the participants shall not be locked inside the PSC at any time. Door alarms will be used on exit doors that are not staffed to eliminate unauthorized egress. These inspections shall be tracked on a Daily Log Sheet.
 - d. Unauthorized Departures - The following guidelines shall be used for the detection and reporting of participants who depart without authorization from: (1) the PSC facility; (2) community locations where the participant is authorized to be; and (3) home, school, work, medical clinics, counseling centers, etc. A participant will be considered an unauthorized departure after 12 hours have passed from the time the participant was due to return.
 - e. Controlled Entry onto PSC Facility Grounds - Have a policy for the prohibition of unauthorized persons entering the PSC and grounds. Unauthorized persons include anyone other than CDCR/Probation staff, vendor staff, sub-contractor staff, public officials, and approved participant visitors during visiting hours. All visitors will possess identification and must sign in-out of the facility. This policy shall be clear and concise to guide PSC employees in their decisions to admit or deny anyone seeking admission for any reason.
 - f. Intake and Exit Procedures — Written policies and procedures regarding the intake and exit of participants in the PSC must follow the guidelines below. The intake of participants shall occur between the hours of 6:00 a.m. through 10:00 p.m.
 - (1) Intake: The intake of participants will include the assigned Probation Department staff and/or Facility Manager or his or her designee (supervisory level or higher). Intakes not done by Probation Department staff shall not be

approved until a review by Probation Department staff is completed. The following documents will be reviewed for appropriate placement:

- Face sheet with current photograph of participant
- Cumulative Case Summary
- Legal Status Summary Sheet
- Eligibility criteria. Participants are ineligible if they fall under the criteria specified in Section 4, Exclusionary Criteria for Participants.

PSC staff shall also complete the "Program Intake" section of the Program Data Collection Form containing: the participant's name; Probation number; projected program completion date; home address; date of birth; race or ethnic origin; sex; whom to notify in an emergency; special medical needs; inventory list of personal property brought to the PSC and where such property is to be sent in the event of the participant's unauthorized departure, transfer, program completion and/or termination, arrest, discharge or death.

Vendor staff will instruct the participant to complete and sign the Participant Authorization for Disposition of Funds form.

- (2) Exit: Upon participant exit, the "Program Exit" section of the Program Data Collection Form will be completed. The participant's funds (amount earned and saved while in the program), the reason for exit, the exit date, and the total number of days of participation in PSC will be addressed.
- g. PSC and Participant Searches - The daily, weekly, and monthly searches of the PSC and its participants for contraband shall be conducted per standards set forth by the Chief Probation Officer or his or her designee. These searches will include securing and handling contraband pending the assigned Probation Department staff's disposition. Participants returning to the PSC shall be subject to search by staff. Both PSC and participant searches must be documented in the appropriate logs and reviewed by Probation Department staff.
- h. PSC Staffs Use of Physical Force and Restraints - Is prohibited by licensing except in self-defense, protection of others or prevention of property damage. Each occurrence involving the PSC staff's use of physical force on a participant shall be documented in compliance with Probation incident and altercation reports and submitted to the Chief Probation Officer, or his or her designee, within 24 hours of the incident.
- i. Emergency Procedures - In the event of an emergency situation at the PSC, PSC staff shall immediately call 911 and inform Probation Department staff as soon as possible.
- j. Disturbance Control Plan - A written Disturbance Control Plan which shall be implemented in the event of a major disturbance such as riots; strikes; attacks upon staff, visitors, or participants; explosions or fires; suicides or attempted suicides; natural disasters; and accidental injuries to staff, visitors, or participants. This plan must include procedures for requesting after hour emergency transportation of participants, placement of participants at temporary facilities, local assistance from local law enforcement and/or emergency agencies as the circumstances warrant. The development of a Disturbance Control Plan should be coordinated with the Chief Probation Officer or his or her designee. A copy of the Disturbance Control Plan will be submitted to the Chief Probation Officer or his or her designee as soon as

developed.

- k. Mutual Aid Agreements - In consultation and dual development with the assigned Probation staff, Vendor must have written mutual aid agreements with related public and private social service agencies to be activated in emergencies including situations requiring immediate closure of the PSC.
3. Fire Prevention and Safety - VENDOR shall have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:
- a. Smoking – All indoor smoking shall be prohibited at PSC facilities in accordance with state law.
 - b. Fire Safety inspections and Reports - Inspection of PSC facility shall be required, prior to facility activation, to determine conformance with fire safety requirements pursuant to Health & Safety Code section 13143.6. The original Fire Safety Inspection Request form (STD. 850), or city equivalent, shall be completed in accordance with the Health & Safety Code and any other state, county or local ordinance or regulation, and must include the maximum occupancy and expiration date. A new inspection is required when changes are made to the existing facility, such as room additions, kitchen expansions, ADA compliance, etc. One copy of the approved request shall be submitted to Probation Officer or designee.
 - (1) Fire Evacuation/Emergency Procedures - written emergency procedures approved by the Chief Probation Officer or his designee with notifications of the proper authorities and CDCR/Probation
 - c. Evacuation/Emergency Training - All personnel shall be trained in the implementation of emergency procedures within two (2) weeks of their initial employment. In addition, emergency training is to be included in annual refresher training given to all personnel. All training is to be documented for compliance.
 - d. Quarterly Emergency Evacuation Drills - Conduct and document quarterly emergency evacuation drills at the PSC. Documentation of each drill shall include the date and time of day; the evacuation path used; the number of staff, participants and visitors who participated; the amount of time it took to complete the drill; and comments.
4. Annual Health and Safety Inspections - Shall comply with all mandated public health and sanitation codes and regulations and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to the Chief Probation Officer or his or her designee. If unable to obtain, VENDOR shall provide documentation that they contacted the appropriate agency (i.e., date, contact person, reason).
5. Substance Abuse Testing (SAT) of Participants – Vendor staff shall be authorized to administer urine testing at Vendor's expense to participants in compliance with all applicable laws. SAT of participants for reasonable cause is appropriate as deemed necessary by Probation Department staff. All SAT of participants shall be thoroughly documented and include the name of the staff administering the test; the name and Probation number of the tested participant; and the date and time of the test.

6. Inventory and Control of Hand Tools and Hazardous/Toxic and Volatile Substances (HTVS) - Vendor shall have written policies and procedures for the PSC's inventory and control of hand tools and HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public and participants. All hand tools shall be accounted for at all times with a written inventory and with a check-out and return system, such as the shadow board technique. All hand tools shall be secured in a locked cabinet or tool chest when not in use.

All HTVS at the PSC shall be received, stored, dispensed and disposed of in accordance with all applicable laws. HTVS shall not be stored in sleeping rooms, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the PSC. The applicable MSDS shall be openly displayed and immediately accessible to staff and participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

Flammable substances such as gasoline, kerosene and paint thinner shall be stored in accordance to state and local fire codes and regulations.

7. Participants' Use of Hand Tools and Equipment — Vendor shall maintain written policies and procedures that ensure participants receive documented safety training on the use of hand tools and equipment they are permitted to use. Vendor shall place documentation in the participant's case file for subsequent review by Probation in the event of a participant accident or injury while using such items.
8. Daily Activity Log - Vendor staff shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and staff making the entry shall sign and date the entry.
9. Incident and Altercation Reports — Vendor shall maintain written policies and procedures for reporting incidents and altercations to Probation that occur at the PSC or are related to the PSC's staff and/or participants' off-site activities. Incidents to be reported include, but are not limited to, all serious crimes such as homicides or severe assaults upon or by participants or employees, and sensational activities or events such as riots, strikes, demonstrations, disturbances, disruption of essential services or significant damage to the PSC's property. Crime scenes shall be protected until law enforcement officers arrive.
10. Discipline — Vendor shall maintain written policies and procedures on participant discipline that shall conform in all respects to Probation Department standards and include these components:
- Vendor's participant discipline shall be so administered as to maintain proper control, conserve human values and individual dignity and to promote socially desirable changes in attitude and behavior.
 - Vendor shall adhere to the practice of progressive discipline of its participants. The assigned Probation staff shall hear all participant disciplinary reports and shall have the final authority over all serious disciplinary actions.
 - The reporting employee shall forward disciplinary reports to the CM and Probation staff for signature.
 - Participant case files shall contain copies of disciplinary reports including final

dispositions and appeals.

- Vendor shall maintain a disciplinary logbook with dates and entries properly completed.
- Probation staff shall notify the Chief Probation Officer or designee of any disciplinary issues.

11. Participant Appeals and Requests for Reasonable Modification or Accommodation
Vendor shall maintain written policies and procedures on participant appeals (pursuant to CCR, Title 15, Section 3084), including requests for reasonable modification or accommodation (pursuant to CCR, Title 15, Section 3085) which shall conform in all respects to Probation Department standards and include the following components:

12. All off-site community service work shall be approved in advance by Probation Department staff to help assure that public safety issues are thoroughly addressed and that the proposed work site and working conditions present no unreasonable safety risk to the participant. All off-site work shall be for public agencies or private non-profit agencies in the performance of work that would otherwise not be done by paid public or contracted employees.

13. Program Site Visits/Audits

Vendor shall allow the Chief Probation Officer, or his or her designee, access to conduct inspections and review of PSC facilities and program. If corrective actions are identified during the above referenced inspections or reviews, COUNTY shall provide written notice to Vendor identifying the corrective actions and timeline to correct said actions. If Vendor fails to take corrective action, termination of this Agreement may occur as provided for by Section 4, "TERMINATION," of this Agreement.

F. Staffing Requirements

If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond Vendor's control, Vendor shall ensure that experienced temporary personnel are made available within 48 hours and shall remain until the hiring process is completed. All vacant positions shall be filled within 90 calendar days.

The staff descriptions of the required PSC positions include:

1. Center Manager - This staff person shall:
 - Have ultimate responsibility for the supervision of all program staff positions. If necessary, substitute for, and adequately perform all duties of any other paid staff;
 - Oversee the implementation and provision of all PSC program components, services and activities;
 - Ensure operational costs do not exceed the funding generated by the program cost reimbursement rate; and
 - Possess the interpersonal skills that allow effective interaction with varied staff and participant groups.
2. Casework Supervisor/Assistant Center Manager - This staff person shall:
 - Be responsible for the timely completion of all participant orientations to the PSC

- and development of all participant ITPs.
 - Be responsible for the coordination and efficient management of program services, casework functions and supervision of caseworker, job developer and monitor staff;
 - Monitor the procedures governing casework services, strategize the sequence of services and ensure participants are in compliance with their ITP;
 - Monitor participants' progress and recommend to the Caseworker, Monitors, Probation staff and participants corrective measures when progress is substandard;
 - Provide supervision and direction to Caseworkers, Job Developer, and Monitors to ensure they perform their duties according to the provisions of the contract and local policy;
 - Be responsible for the secure storage of participant records;
 - Participate in monthly case conferences of all participants; and
 - Be responsible for all duties under the heading of Center Manager when the Center Manager is absent and may assume various duties as delegated by the Center Manager in assisting with overall management of the facility.
3. Caseworker - This staff person shall:
- Possess one of the following requirements: either a BA degree in Social Sciences or a related field from a granting institution accredited by the Western Association of Schools and Colleges, or equivalent; or two (2) years' experience supervising casework staff;
 - Provide the delivery of all program components, except for those provided by the Job Developer, and all other PSC services.
 - Conduct needs assessments and prepare ITPs for all participants;
 - Monitor participants progress and confer regularly with Probation staff concerning program progress and transition planning; and
 - Document progress and all services provided in the participants' files (including employment effort/status, individual and large/small group counseling, case conference results, referral services and disciplinary information).
4. Job Developer - This staff person shall:
- Possess one of the following requirements: either a BA degree in Social Sciences or a related field from a granting institution accredited by the Western Association of Schools and Colleges; or either a high school diploma or GED and two (2) years' experience in duties locating jobs for the general public or a specific population or one (1) year experience in conducting job search and job retention workshops;
 - Interview participants to determine employment, training and vocational needs; and assist the participant in locating employment;
Conduct the following program components: Job Readiness and Resume Preparation, Interview Skills, and Job Search and Employment;
Locate jobs for participants by making in-person and telephone contacts with employers;
 - Make job referrals to participants and establish a procedure to monitor the job search effort;
 - Apprise the Caseworkers and Probation staff of progress and/or problems associated with job searches; and
5. Monitor - This staff person shall:

- Possess one of the following requirements: either a high school diploma or GED
 - Monitor facility and participants 24 hours a day, seven days a week.
 - As necessary, assist caseworker with the delivery of participant services and activities.
6. Secretary/Administrative Staff - This staff person shall:
- Possess one of the following requirements: either a high school diploma or a GED;
 - Possess good oral and written communication and typing skills; and
 - Function as the PSC's receptionist and perform other office clerical duties within the PSC.
7. Cook - This staff person shall:
- Taste test all food prior to serving it to the parolees and reserve a sampling of each meal for 24 hours to determine possible food contamination;
 - Develop written procedures for dispensing and retrieving all utensils during and after meal periods.
8. Assistant Cook - This staff person shall:
- Assist the, cook with the general operation and duties of the kitchen.

5. COUNTY RESPONSIBILITIES

- Approve participants for placement in the PSC.
- Maintain responsibility for overseeing custody and supervision of participants.
- Provide administrative oversight of the PSC to ensure that program and security requirements are met and to maintain integrity of the program.
- Reimburse Vendor for occupied bed space and programming for participants.
- Monitor contract compliance through document review, site visits and audits.
- Process monthly invoices.
- Arrange participant transportation for Probation purposes. Provide Probation staff for supervision of PSC participants.
- Conduct security clearances on all contract employees and volunteers prior to employment.
- Conduct inspection of facility prior to awarding agreement.

COMPENSATION

CONTRACTOR will be compensated for the number of filled beds days with the tier to be determined by a monthly average of filled beds per day. Depending on the average number of filled beds per day, the CONTRACTOR will be compensated at the rates listed below.

Tiers	Bid Amount
All inclusive per day/filled bed rate for 1-10 occupied beds:	\$363.06
All inclusive per day/filled bed rate for 11-20 occupied beds:	\$193.63
All inclusive per day/filled bed rate for 21-30 occupied beds:	\$126.28
All inclusive per day/filled bed rate for 31-40 occupied beds:	\$90.97
All inclusive per day/filled bed rate for 41-50 occupied beds:	\$67.55

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Turning Point of Central California, Inc. – Exhibit C

(1) Company Board Member Information:

Name:	N/A	Date:	
Job Title:			

(2) Company/Agency Name and Address:

Turning Point of Central California, Inc.
P.O. Box 7447
Visalia, CA 93290-7447

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

N/A

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

N/A

(5) Authorized Signature

Signature:		Date:	1/9/19
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