

1 **SERVICE AGREEMENT**

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

5 **Recitals**

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

13 B. Probation needs PRCC services; specifically, the requirement for embedded care
14 management, care coordination prior to release, behavioral health support, housing linkages,
15 and structured post-release connections to community-based services. These services are
16 critical to reducing recidivism, improving public safety, and ensuring successful reentry for
17 youths leaving the Juvenile Justice Campus (JJC).

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

24 D. Probation requires stakeholder engagement services to ensure compliance with CalAIM
25 JI requirements and to support implementation of Medi-Cal reentry services in collaboration with
26 County’s Department of Behavioral Health and contracted treatment service provider at the JJC,
27 currently County Agreement No. A-24-312 with California Forensic Medical Group, Inc. dba
28 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 detained youth receive a targeted set of services in the 90
15 days before their release as well as have continuity of coverage upon their release and access
16 to key services to help them successfully return to their communities. Contractor agrees to work
17 with County and its contracted treatment provider at the JJC to transmit information obtained
18 during the Medi-Cal eligibility and intake screening and documented in the County's electronic
19 case management system and contracted treatment provider's electronic health record system
20 (EHR) into CalAIM JI pre-release reentry plans and behavioral health linkages. Contractor shall
21 collaborate with County to share data and establish secure communication between the
22 Contractor's EHR or case management system and the County's CalAIM JI platforms. This data
23 sharing is essential to support CalAIM implementation for detained youth within the time frames
24 established by the California Department of Health Care Services (DHCS). Contractor shall
25 work with County to incorporate additional billing structures that Contractor will need to utilize as
26 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 and

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

5 1.6 Contractor acknowledges that County's JJC is operated as a no hostage facility;
6 therefore, all services provided shall be performed in accordance with Probation's Hostage
7 Situation Policy, as well as Probation's JJC Manual Policy for Vendors, Volunteers and Student
8 Interns, described in Exhibit B to this Agreement. Contractor shall comply with all Probation's
9 JJC policies, procedures and protocols related to safety and security of the detained youth and
10 JJC.

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

22 (A) County maintains the right to veto the use or employment of any of Contractor's
23 employees/staff on-site at the JJC provided by Contractor under the direction of
24 Contractor. Contractor shall also remove any of Contractor's employees/staff on-site at
25 the JJC and replace that employee/staff in a timely manner without limitation, when
26 requested by Probation. The application for access to the JJC is attached as Exhibit C
27 "Probation Vendor Application."
28

1 (B) Contractor shall observe all applicable Probation policies and procedures
2 concerning the operation of the JJC. Contractor's staff shall sign acknowledgements of
3 certain Probation policies and procedures, as applicable and upon Probation's request.
4 Contractor's staff shall abide by the security regulations of the JJC. Contractor must
5 inform its employees and subcontractors of all such regulations.

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

10 (D) Contractor's staff and volunteers shall wear professional attire when providing
11 any services under this Agreement at the JJC.

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

14 1.9 Contractor shall comply with all Prison Rape Elimination Act (PREA) 42 U.S.C.
15 §15601 et seq. standards for juvenile correctional facilities and agree to have all staff assigned
16 to JJC be trained initially and every two (2) years thereafter by Probation.

17 1.10 Contractor shall ensure all Contractor's employees, consultants, subcontractors or
18 agents described in the Child Abuse Reporting Act, section 11164, et. seq. of the Penal Code,
19 and while performing services under this Agreement, Contractor shall report all known or
20 suspected child abuse or neglect to a child protective agency described in Penal Code section
21 11165.9.

22 1.11 **Confidential Information.** Contractor shall comply with all provisions of Exhibit D,
23 Data Security.

24 1.12 **Consistent Federal Income Tax Position.** Contractor acknowledges that the JJC
25 has been acquired, constructed, or improved (and is situated on land that has been acquired)
26 using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). Contractor
27 agrees that, with respect to this Agreement and the Bond-Financed Facility, Contractor is not
28 entitled to take, and shall not take, any position (also known as a "tax position") with the Internal

1 Revenue Service (IRS) that is inconsistent with being a service provider to the County, as a
2 qualified user with respect to the Bond-Financed Facility, as managed property, as all of those
3 terms used in IRS Revenue Procedure 2017-13, and to that end, for example, and not as a
4 limitation, Contractor agrees that Contractor shall not, in any connection with any federal income
5 tax return that it files with the IRS or any other statement or information that it provides to the
6 IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or
7 (b) claim any depreciation or amortization deduction, investment tax credit, or deduction for any
8 payment as rent with respect to the Bond-Financed Facility. The Contractor further
9 acknowledges that providing services provided at the JJC does not entitle the Contractor to
10 have any right to control or exclusively possess all or any portion of any County facility,
11 including the JJC, and at any time, authorized County staff may enter County facilities, including
12 the JJC, where Contractor is performing services.

13 1.13 Probation currently utilizes an electronic case management system, "PRI MS" for
14 management of records for detained youth including pre-release Medi-Cal eligibility records.
15 Contractor must utilize this system to report encounters and statistics related to pre-release
16 reentry services provided to each detained youth. Entry of the records into PRI MS should occur
17 no later than twelve (12) to twenty-four (24) hours after services occur.

18 1.14 Contractor shall respond to and process all subpoenas for records, whether or not
19 the Release of Information is directly addressed to County and/or Contractor, so long as the
20 Release of Information is otherwise lawful. Contractor shall provide a quarterly report of all
21 records released to the Chief Probation Officer, or designee.

22 1.15 **Meetings.**

23 (A) Administrative Meetings. Contractor shall schedule, facilitate, and hold monthly,
24 or as needed, administrative meetings with County staff and/or designees to evaluate
25 and address statistics, program needs, problems/issues that may arise, and
26 interrelationships between County's JJC staff and Contractor's staff. Contractor shall
27 provide County staff with statistics in electronic format prior to the meeting.
28

1 (B) Probation JJC Meetings. Contractor shall participate in multi-disciplinary
2 meetings at JJC with Probation staff and Probation’s other contracted providers. These
3 meetings include, but shall not be limited to, monthly institutional collaborative meetings
4 and weekly, or as needed, transition meetings for detained youth committed to JJC and
5 preparing for re-entry into the community. Schedules for these meetings may change
6 based on the needs of Probation.

7 **Article 2**

8 **Records and Reporting**

9 2.1 **Reports.** Upon request by County, Contractor must provide reports within a
10 reasonable period of time. These reports may include, but not limited to, reports containing
11 information related to Contractor’s performance of this Agreement, for example, specific
12 statistical information or performance-based standards data reports that may be required by
13 Probation for DHCS.

14 2.2 Contractor shall, upon request by County, provide financial cost reports and program
15 information regarding Contractor’s or County’s claim for/from third party payers, as needed for
16 grant or other funding requirements on behalf of the County. This may include, but is not limited
17 to, CalAIM JI implementation.

18 2.3 If County must substantiate costs for the State or other agency for auditing or other
19 grant or funding purposes, Contractor shall submit financial reports which shall include all
20 necessary and related costs regarding the providing reentry services to detained youth upon
21 request by County.

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

1 2.4 **Records.** The Contractor shall maintain the following records:

2 (A) Pre-Release Reentry Records.

3 Contractor shall utilize an EHR system to maintain complete and accurate pre-
4 release reentry records, completely and separately, on each individual detained youth,
5 which shall include records of services provided by the various personnel in sufficient
6 detail to make possible an evaluation of services and contain all the data necessary in
7 reporting to DHCS.

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

16 (B) Financial Records.

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

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

1 shall designate and provide a total of approximately 70.55 sq. ft. of cubicle space at the JJC
2 Building 703 for Contractor to utilize under the terms and conditions of this Agreement, at no
3 charge to Contractor. County shall have the right to enter such areas at all times, it being
4 understood that Contractor may not control or exclusively possess such space. Contractor
5 acknowledges that the designated area is confidential and shall maintain the confidentiality of
6 the area. County shall provide to Contractor in an “as-is” condition cubicle space, furniture,
7 facilities, and telephones within the designated area in County’s JJC to utilize during the term of
8 this Agreement.

9 (A) Contractor shall utilize all County cubicle space, furniture, fixtures, facilities, and
10 telephones within the designated area in County’s JJC in a careful and proper customary
11 manner.

12 (B) Contractor shall not utilize County cubicle space, furniture, fixtures, facilities, and
13 telephones within the designated area (1) in any manner that violates state or federal
14 law; and (2) for any purpose other than in the performance of its obligations under this
15 Agreement.

16 (C) At the termination of this Agreement, Contractor will return all County furniture,
17 fixtures, facilities and telephones to County in working order, with the exception of
18 reasonable wear and tear. If any of County’s furniture, fixtures, facilities and/or
19 telephones require replacement or repair, Contractor shall, at Contractor’s expense,
20 replace with the same or comparable item or repair the item to working order.

21 (D) County shall provide to Contractor in an “as is” cubicle space, furniture, fixtures,
22 facilities, and telephones within the designated area in the JJC to utilize during the term
23 of this Agreement.

24 (E) County shall provide Contractor with accessibility to County’s computer network,
25 as appropriate via Virtual Private Network (VPN), Virtual Desktop Infrastructure (VDI), or
26 other mutually agreed upon secure connection, and County will coordinate with
27 Contractor, as needed, to maintain Contractor’s cloud infrastructure’s ability to operate
28 and interface effectively with County’s existing computer equipment and network. County

1 shall not be responsible for any damage whatsoever, including but not limited to, claims
2 and losses suffered by Contractor to Contractor's cloud infrastructure or external
3 network resulting from County providing Contractor with access to County's computer
4 network.

5 (F) County shall maintain responsibility for Contractor's costs for intranet line
6 charges and intranet logon charges, as County provides services.

7 (G) County shall provide only the equipment presently on-site as well as any other
8 equipment that County chooses to purchase and retain ownership of.

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

16 3.5 **Background Checks.** County shall conduct background checks on all personnel
17 that Contractor will assign to work at County's JJC. The background check will be conducted at
18 Probation's expense. Probation shall immediately notify Contractor if an employee of Contractor
19 is determined to be unacceptable for admission into the County's JJC, or unacceptable to
20 provide these services at any location.

21 3.6 Probation shall have the right to conduct background checks, at any time, as
22 deemed necessary by the Chief Probation Officer, or their designee, on all personnel/volunteers
23 Contractor assigns to work at the JJC under this Agreement. Background checks must be
24 completed to the Chief Probation Officer's, or their designee's, satisfaction before admission, or
25 continued admission of any such persons into the JJC facilities.

26 3.7 The Chief Probation Officer, or their designee, shall have the sole and absolute
27 discretion to refuse admittance of any of Contractor's personnel/volunteers into or from the JJC,
28 and to remove any of Contractor's personnel/volunteers from the JJC.

1 performed according to the terms of this Agreement and while this Agreement is in effect, and
2 subject to the maximum amount payable under this section. The Contractor further
3 acknowledges that County employees have no authority to pay the Contractor except as
4 expressly provided in this Agreement.

5 4.4 **CalAIM JI PRCC Services Medi-Cal Claiming.** The Contractor shall directly bill
6 DHCS or the applicable Medi-Cal Managed Care Plan (MCP) for services delivered to eligible
7 youths at the JJC. Contractor shall maximize the Medi-Cal billing reimbursement by claiming all
8 possible Medi-Cal services and correcting denied services for resubmission as needed. The
9 County shall not be responsible for reimbursing services that are billable to Medi-Cal. Any and
10 all audit exceptions resulting from the provision and reporting of Medi-Cal billable services by
11 Contractor shall be the sole responsibility of Contractor. If Contractor fails to generate the Medi-
12 Cal revenue amounts set forth in Exhibit E, County shall not be obligated to pay the difference
13 between the amounts and the actual amounts generated.

14 4.5 **Invoices.** The Contractor shall submit monthly invoices to 1)
15 ProbationInvoices@fresnocountyca.gov and 2) ProbationContracts@fresnocountyca.gov. Each
16 invoice shall specifically identify this Agreement number and shall include the amount due for
17 compensation, as identified in Exhibit E. Contractor shall maintain adequate supporting
18 documentation in detail to permit tracing transactions from the invoice to the accounting records,
19 which shall be attached to each invoice. Supporting documentation includes but is not limited to:
20 list of positions funded, documentation of staff hours (e.g., timesheets, time tracking reports,
21 etc.), number of participants served, service categories, and receipts for invoiced services and
22 supplies. The Contractor shall submit each invoice within 15 days after the month in which the
23 Contractor performs services and in any case within 30 days after the end of the term or
24 termination of this Agreement. At the discretion of the County's Chief Probation Officer, or
25 designee, County shall have the right to withhold payment until an invoice is corrected to the
26 County's satisfaction.

27 4.6 Contractor must report the Medi-Cal revenue generated by billing PRCC services in
28 each monthly invoice and provide supporting documentation. In addition, Contractor shall

1 submit monthly invoices for reimbursement that equal the amount due less any revenue
2 collected from the monthly invoice reimbursements.

3 4.7 Contractor shall submit monthly staffing reports that identify all direct service and
4 support staff, applicable licensure/certifications, and full-time hours worked to be used as a
5 tracking tool to determine if Contractor's program is staffed according to the services provided
6 under the Agreement.

7 4.8 Travel shall be reimbursed based on actual expenditures, and reimbursement shall
8 be pursuant to Contractor's adopted travel procedures, not to exceed Federal Internal Revenue
9 Services (IRS) published mileage rates and General Services Administration (GSA) published
10 per diem rates.

11 4.9 **Payment.** The County shall pay each correctly completed and timely submitted
12 invoice within 45 days after receipt, verification and approval by County. The County shall remit
13 any payment to the Contractor's address specified in the invoice. All final invoices and/or any
14 final budget modification requests shall be submitted by Contractor within 60 days following the
15 final month of service for which payment is claimed. No action shall be taken by County on
16 claims submitted beyond the sixty (60) day closeout period.

17 4.10 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
18 expenses that are not specified as payable by the County under this Agreement.

19 **Article 5**

20 **Term of Agreement**

21 5.1 **Term.** This Agreement is effective on March 3, 2026 and terminates on February 29,
22 2028, except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
23 below.

24 5.2 **Extension.** The term of this Agreement may be extended for no more than one (1)
25 one-year period upon written approval of both parties at least 30 days before the first day of the
26 one-year extension period. The Chief Probation Officer or their designee is authorized to sign
27 the written approval on behalf of the County based on the Contractor's satisfactory
28 performance. The extension of this Agreement by the County is not a waiver or compromise of

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

3 **Article 6**

4 **Notices**

5 6.1 **Contact Information.** The persons and their addresses having authority to give and
6 receive notices provided for or permitted under this Agreement include the following:

7 **For the County:**

8 Chief Probation Officer
9 County of Fresno
10 3333 E. American Avenue, Suite B
11 Fresno, CA 93725

12 ProbationContracts@fresnocountyca.gov and mmadsen@fresnocountyca.gov

13 **For the Contractor:**

14 Chief Operations Officer
15 WestCare California, Inc.
16 1900 N. Gateway Blvd.
17 Fresno, CA 93727

18 shawn.jenkins@westcare.com

19 6.2 **Change of Contact Information.** Either party may change the information in section
20 6.1 by giving notice as provided in section 6.3.

21 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
22 for or permitted under this Agreement must be in writing, state that it is a notice provided under
23 this Agreement, and be delivered either by personal service, by first-class United States mail, by
24 an overnight commercial courier service or by Portable Document Format (PDF) document
25 attached to an email.

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

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

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

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

3 7.3 **Termination without Cause.** In circumstances other than those set forth above, the
4 County may terminate this Agreement by giving at least 30 days advance written notice to the
5 Contractor.

6 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
7 under this Article 7 is without penalty to or further obligation of the County.

8 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article
9 7, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 8**

14 **Independent Contractor**

15 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
16 agents, employees, and volunteers, is at all times acting and performing as an independent
17 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
18 venturer, partner, or associate of the County.

19 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
20 manner or method of the Contractor's performance under this Agreement, but the County may
21 verify that the Contractor is performing according to the terms of this Agreement.

22 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
23 right to employment rights or benefits available to County employees. The Contractor is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 Contractor shall save the County harmless from all matters relating to the payment of
26 Contractor's employees, including compliance with Social Security withholding and all related
27 regulations.

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

3 **11.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County’s public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

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

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

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

17 **11.4** This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public Records
19 Act (California Government Code, Title 1, Division 10, beginning with section 7920.000)
20 (“CPRA”).

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

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

1 “Self-Dealing Transaction Disclosure Form” (Exhibit G to this Agreement) and submitting it to
2 the County before commencing the transaction or immediately after.

3 12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 13**

7 **General Terms**

8 13.1 **Modification.** Except as provided in Article 7, “Termination and Suspension,” this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. The Contractor acknowledges that County employees have no authority to
11 modify this Agreement except as expressly provided in this Agreement.

12 In addition, County’s Chief Probation Officer or their designee may make changes to
13 expense category subtotals (i.e., Personnel & Fringe, Supplies, Vehicle, etc.) as set forth in
14 Exhibit E, provided such changes do not exceed ten percent (10%) of the maximum
15 compensation payable to the Contractor and are made prior to February 29, 2028. All such
16 modifications require prior written approval of the Chief Probation Officer or their designee and
17 shall not result in any increase to the total maximum compensation payable under this
18 Agreement.

19 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
20 under this Agreement without the prior written consent of the other party.

21 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
22 or related to this Agreement.

23 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
24 County, California. Contractor consents to California jurisdiction for actions arising from or
25 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
26 brought and maintained in Fresno County.

27 13.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
28 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 13.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 13.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 13.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

9 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

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

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

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

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

28

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

4 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

6 [SIGNATURE PAGE FOLLOWS]

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

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

2 WESTCARE CALIFORNIA, INC.
3

COUNTY OF FRESNO

4 DocuSigned by:
Shawn Jenkins

5 9140C900AFC8443...
Shawn Jenkins, Chief Operations Officer
Resolution WCCA-2025-02

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

6
7 1900 N. Gateway Blvd.
8 Fresno, CA 93727

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 34400112
13 Account No.: 7295
Fund No.: 0001
14 Subclass No.: 10000

15 //
16 //
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

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

Exhibit A

- 1 i. **Managed Care Plan (MCP)** – Medi-Cal contracts for health care services
2 through established networks of organized systems of care, which emphasize
3 primary and preventive care. Managed care plans are a cost-effective use of
4 health care resources that improve health care access and assure quality of
5 care. (CalAIM JI Policy and Operations Guide, page 10). In Fresno County,
6 as of 2025, the MCPs are CalViva, Anthem, and Kaiser Permanente.
- 7 j. **MCP Justice-Involved (JI) Liaison** – An individual or a team (i.e., a live
8 person not an automated hotline) who will be available to support correctional
9 facilities, pre-release care managers, and/or ECM providers as needed.
10 (CalAIM JI Policy and Operations Guide, page 10). In Fresno County, as of
11 2025, the MCP JI Liaison contacts are as follows:
- 12 1) CalViva: SM_justiceinvolvedliaison@HealthNet.com or call (800)
13 526-1898
 - 14 2) Anthem: ecm_ji_liaison@anthem.com or call (833) 884-0385
 - 15 3) Kaiser Permanente: Ji-Liaison@kp.org or call 626-405-5386
- 16 k. **ECM Lead Care Manager** – A member’s designated care manager for ECM,
17 who works for the ECM Provider. The Lead Care Manager operates as part
18 of the member’s care team and is responsible for coordinating all aspects of
19 ECM and referrals for any Community Supports. To the extent a member has
20 other care managers, the Lead Care Manager will be responsible for
21 coordinating with those individuals and/or entities to ensure a seamless
22 experience for the member and non-duplication of services.
23 Source: CalAIM JI Policy and Operations Guide, page 9
- 24 l. **ECM provider** – A Provider of ECM. ECM Providers are community-based
25 entities with experience and expertise providing intensive, in-person care
26 management services to youths in one or more of the Populations of Focus
27 for ECM. Source: CalAIM JI Policy and Operations Guide, page 9
28

Exhibit A

- 1 m. **Justice-Involved ECM Provider, or JI ECM Provider** – An ECM Provider
2 that meets the minimum requirements to be considered a JI ECM Provider,
3 as defined in this Guide. JI ECM Providers may serve as in-reach pre-release
4 care managers and/or post-release ECM Providers for justice involved youths
5 enrolled in an MCP. Source: CalAIM JI Policy and Operations Guide, page
6 10
- 7 n. **Warm Handoff** – An in-person or telehealth visit between the incarcerated
8 youth, pre-release care manager, and post-release ECM provider, during
9 which the team reviews and updates the HRA and reentry care plan with the
10 member, provides education on the reentry care plan and reentry services,
11 modifies the reentry care plan based on new knowledge of community
12 resources or input from the member, and obtains necessary consents for
13 information sharing. If it did not happen prior to the warm handoff, the pre-
14 release care manager shall share the reentry care plan and all other
15 appropriate records with the post-release ECM provider during this meeting.
16 Source: CalAIM JI Policy and Operations Guide, page 144
- 17 o. **Youths Transitioning from Incarceration Population of Focus (PoF)** – All
18 youth transitioning from a youth correctional facility or adult jail/person or
19 transitioned from being in a youth correctional facility or adult jail/prison within
20 the past 12 months meet the criteria for this ECM population of focus.
21 Source and additional information: [CalAIM Enhanced Care Management](#)
22 [Policy Guide](#), starting page 33
- 23 p. **Embedded Care Management Model** – The CF uses existing processes to
24 assign the pre-release embedded care manager. If MCP assignment is
25 known, the pre-release care manager must reach out to the MCP JI Liaison
26 at the MCP to which the youth is assigned. MCP JI Liaison assigns the post-
27 release ECM provider and communicates assignment to the CF. If the MCP
28 assignment is unknown, the CF must use the MCP Provider Directory from a

Exhibit A

1 MCP in the county to which the youth will be released to reach out to a JI
2 ECM provider and assign the youth a post-release ECM provider; in this
3 case, the CF must communicate post-release ECM provider to MCP, once
4 assigned. Source: DHCS Justice-Involved Reentry and ECM Providers –
5 Technical Assistance Session, April 16, 2025

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

17 r. **Mixed Care Management Model (Embedded / In-reach Provider)** – Pre-
18 release care management services are delivered by an embedded care
19 manager and an in-reach care manager, with the CF delegating tasks to the
20 in-reach care manager. Post-release ECM services are then delivered by the
21 same community-based JI ECM provider that served the youth during the
22 pre-release period. In this case, the CF will be required to implement a warm
23 handoff between the pre-release care manager, post-release ECM provider,
24 and youth at the time the in-reach provider is expected to begin working with
25 the youth. Reentry meeting (if the warm hand-off occurred more than 30 days
26 prior to release): the reentry-focused meeting between the in-reach care
27 manager and the youth must take place prior to release, focused on reentry
28

Exhibit A

1 in the community. Source: DHCS Justice-Involved Reentry and ECM
2 Providers – Technical Assistance Session, April 16, 2025

3 **3. Implementation Timeline**

4 To meet CalAIM JI initiative go-live dates established by the County, the Contractor
5 will begin providing pre-release care coordination and case management services
6 within the JJC no later than September 30, 2026, or the service start date as
7 approved by the state. Active participation in the planning and implementation of
8 requirements, including participation as a member at the County's CalAIM JI
9 meetings, shall begin upon the Effective Date.

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

14 **4. Target Population**

- 15 a. Youth detained at JJC who have been identified by County as having been
16 enrolled in Medi-Cal coverage and eligible for CalAIM JI pre-release services
17 and behavioral health links. Youth will have a pre-release services JI aid
18 code.
19 b. Adult individuals detained at the Jail, who will be under the supervision of the
20 Probation Department and identified by County as having been enrolled in
21 Medi-Cal coverage and eligible for CalAIM JI pre-release services and
22 behavioral health links.

- 23 1) Contractor shall work with Probation to ensure Reentry Care Plans
24 for eligible Probation-involved adults at the Jail are made available
25 to Probation.

26 **5. Location of Services**

- 27 a. Space as provided by Probation at JJC.
28 b. Community site office.

Exhibit A

1 c. Public community locations where services shall be provided in a safe and
2 structured setting.

3 All services at JJC shall be face-to-face, contingent on access to youth as
4 determined by custody protocols, staffing levels and potential operational delays.
5 For community-based services, face-to-face engagement remains the preferred
6 modality. Remote services may be utilized more broadly to support ongoing
7 contact with transient youth, safeguard staff, and ensure continuity of care.
8 Remote delivery will be applied as appropriate to maintain engagement when in-
9 person access is not feasible. Community-based locations shall take into
10 consideration proximity to major public transportation and freeways.

11 **6. Hours of Operation**

12 Program will operate Monday through Friday, 8 AM to 4 PM. Detained youth at JJC
13 have a variety of programming scheduled throughout the week including school,
14 behavioral health treatment and cognitive-behavior therapy sessions, parenting
15 classes, and family visitation, among others. With the limited schedule throughout
16 normal business hours, Contractor shall be committed to partnering with Probation to
17 navigate the schedule and ensure youth have the opportunity to participate in
18 services.

19 **7. Description of Services**

20 a. Pre-Release Care Coordination and Case Management

- 21 1) Obtain and review Health Risk Assessments completed by the
22 County's contracted correctional healthcare provider.
- 23 2) Meet with the detained youth to develop individualized Reentry Care
24 Plans addressing medical, behavioral health, housing, employment,
25 education, and social service needs within seven days of JI aid code
26 activation, pending DHCS confirmation.
- 27 3) Utilize the JI Portal to identify the youth's assigned MCP while
28 developing the reentry care plan.
- 4) Ensure reentry care plan is overseen and completed by a licensed
professional.

Exhibit A

- 1 5) Coordinate with the relevant MCP's JI Liaison to identify the youth's
- 2 assigned ECM Lead Care Manager.
- 3 6) Document the reentry care plan in PRI MS for Probation and
- 4 Wellpath review.
- 5 7) Coordinate with Wellpath and Probation to ensure that a physical
- 6 copy of the youth's reentry care plan is included in their reentry
- 7 packet upon release.
- 8 8) Share the reentry care plan with the relevant MCP and post-release
- 9 ECM provider within seven days of JI aid code activation.
- 10 9) Provide care coordination and warm handoffs to community-based
- 11 providers prior to release.
- 12 1. Set up a time for the PRCC to meet with the youth and the
- 13 post-release ECM Lead Care Manager in-person or via
- 14 telehealth to review the reentry care plan, update it as needed
- 15 with the youth, provide education on reentry services as
- 16 needed, and obtain any necessary consents for information
- 17 sharing.
- 18 2. Share the reentry care plan with the post-release ECM Lead
- 19 Care Manager during or prior to the ECM warm handoff.
- 20 3. In the case of an unexpected release, share the reentry care
- 21 plan and other relevant information with the assigned MCP
- 22 and ECM Lead Care Manager within one business day of
- 23 release.
- 24 4. In the case of an unexpected release, ensure that a warm
- 25 handoff with the ECM Lead Care Manager occurs in-person or
- 26 via telehealth within the first week post-release.
- 27 10) Ensure transportation to scheduled appointments post-release is
- 28 arranged.
- 11) Deliver follow-up support for up to 28 days post-release to confirm
- linkage and service engagement. Work with ECM provider to
- reschedule missed appointments as soon as possible. If the youth
- does not yet have an assigned MCP, Contractor must use a MCP
- Provider Directory for the county to which the youth will be released
- to contact and assign a Post-Release JI ECM Provider. Contractor

Exhibit A

1 may contact the MCP JI Liaison in the county to which the youth will
2 be released for assistance.

3 b. Collaboration and Integration

- 4 1) Participate in/convene weekly multidisciplinary team conferences
5 with the County's contracted correctional healthcare provider to
6 coordinate youth detainee needs.
7 2) Obtain and maintain authorized access to EHR systems for care
8 coordination, ensuring compliance with HIPAA and applicable laws.
9 3) Attend Fresno County CalAIM Justice-Involved Initiative meetings
10 and other required county meetings, providing input and program
11 updates.

12 c. Administrative Support

- 13 1) Complete training for JI Portal documentation to serve as a back-up
14 for Probation.
15 2) When needed, activate JI aid code in the JI Portal as close to intake
16 as possible.
17 3) When needed, add the termination date for the JI aid code in the JI
18 Portal as soon as the release date is updated.
19 4) When needed, terminate the JI aid code within two business days of
20 a youth's unexpected release.
21 5) Document the CIN#, policy owner, start/pause/resume/stop dates in
22 PRI MS when adding information to the JI Portal.

23 d. Medi-Cal Enrollment and Billing

- 24 1) Obtain and maintain Medi-Cal fee-for-service provider status to bill
25 DHCS for pre-release services, including necessary licensing for
26 incarcerated populations.
27 2) Document and bill for the reentry care plan and care coordination for
28 the ECM warm handoff at minimum.
3) Submit monthly reports with the following data elements:
1. Claims volume w/ breakdown by procedure code/modifier
2. Clean claims rate
3. Claims rejection and denial rates
4. Denials report

Exhibit A

1 a. This report should provide a breakdown of denials by
2 reason and frequency. This provides insight into how
3 many claims are denied because the proper modifier
4 wasn't used, how many weren't submitted in a timely
5 manner, etc.

- 5 5. Reimbursement lag time
- 6 6. Claims by service categories
- 7 7. 30d/60d/90d aging report
- 8 8. Collection rate

9 e. Cultural and Linguistic Competency

- 10 1) Provide services consistent with National CLAS Standards,
11 including access to bilingual staff and interpretation services.
- 12 2) Ensure cultural sensitivity, diversity, and inclusion in all service
13 delivery.

8. Staffing and Program Administration

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

9. Confidentiality and Records

- 26 a. Maintain all client records in compliance with HIPAA, 42 CFR Part 2, and
27 applicable state and federal privacy laws.
- 28 b. Obtain written consent prior to disclosure of client information, with all
releases documented in the client record.

10. Other Requirements

Exhibit A

- 1 a. Comply with Probation’s JJC Policy for Vendors, Volunteers and Student
2 Interns.
- 3 b. Adhere to all JJC policies and Probation policies, and any changes or
4 updates to such policies. A background investigation shall be completed for
5 all staff involved.
- 6 c. Current Probation policies may be reviewed at:
7 [https://www.fresnocountyca.gov/Departments/Probation/About-
9 Probation/Policy-ManualsTraining-Plans](https://www.fresnocountyca.gov/Departments/Probation/About-
8 Probation/Policy-ManualsTraining-Plans).
10 Sign an Acknowledgement and complete Prison Rape Elimination Act
11 (PREA) training.

11. Outcomes and Reports

- 12 a. Contractor shall provide Outcome Measures and Statistical Data reports on a
13 monthly, quarterly, and annual basis to cover the following at minimum, and
14 may be adjusted periodically as needed by Contractor and Probation:
- 15 1) Goal 1: Reduce the risk of recidivism by expanding and enhancing
16 the capacity of care coordination and reentry planning services in
17 Fresno County.
- 18 1. Objective 1.1: By September 2028, provide pre-release care
19 provider services to 99 youth detainees per year of the
20 Agreement. Youths will receive integrated
21 screening/assessment, pre-release connection and “warm
22 handoffs”, intensive community-based care coordination and
23 management, and community support.
- 24 2. Objective 1.2: By September 2028, 90% of the participants
25 engaged in the program will have a reentry care plan, as
26 documented by the client record.
27
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 Contractor documentation.
- 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 it 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 it to
12 inform and improve future program services.

13 2) Goal 2: Improve the behavioral and social factors that contribute to
14 recidivism among participants receiving care coordination and
15 reentry 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.

25 b. Probation Data Reporting Requirements

- 26 1) Contractor shall provide data/statistics, i.e., number of youths
27 served, type of youth served – detained or released youth, referrals
28

Exhibit A

1 made, youth who decline services, on a monthly, quarterly, and
2 annual basis and other reports, as requested by Probation.

3 2) Additional reporting includes but is not limited to:

4 1. Monitor Medi-Cal approvals and ECM enrollment status.

5 2. Track completion of assessments, warm handoffs, and follow-
6 ups.

7 3. Conduct quality assurance (QA) checks for PRIMIS and EHR
8 entries.

9 4. Provide updates to County leadership on a regular basis.

10 5. Track post-release outcomes and continuity of care.

11 3) Report formatting will follow departmental need.

12 4) Contractor and Probation shall work collaboratively together to
13 develop and implement further data collection and outcome
14 measurements, and may adjust such data and outcomes
15 periodically throughout the duration of this Agreement, as needed,
16 to best measure the effectiveness of the services as determined by
17 Contractor and Probation.

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

Vendors, Volunteers and Student Interns

309.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Juvenile Justice Campus vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are staff members who can augment Department personnel and help complete various tasks.

309.1.1 DEFINITIONS

Definitions related to this policy include:

Student intern - A college, university, or graduate student gaining practical experience in a chosen field while performing services the intern's field while under supervision.

Vendor - An individual representing a company, outside agency, or non-profit organization, who is assigned to one of our facilities, performs a service for the Department, and may receive compensation for services rendered.

Volunteer - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains and student interns.

309.2 POLICY

The Fresno County Probation Department shall ensure that vendors, volunteers and student interns are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient Department and improve services to the community.

309.3 ELIGIBILITY

Requirements for participation as a vendor, volunteer or student intern for the Department may include but are not limited to:

- (a) Being at least 18 years of age.
- (b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.
- (c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.
- (d) Ability to meet physical requirements reasonably appropriate to the assignment.
- (e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

The Chief Probation Officer or the authorized designee may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

309.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The Fresno County Probation Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this Department.

309.4.1 RECRUITMENT

Volunteers and student interns are recruited on a continuous basis consistent with Department policy on equal opportunity, nondiscriminatory employment terms. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers and student interns should be submitted in writing by interested Department staff members to the Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department staff members should understand that the recruitment of volunteers and student interns is enhanced by creative and interesting assignments.

Vendors are recruited/selected in accordance with the Fresno County Purchasing Office contract/agreement process.

309.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete the following process before appointment:

- (a) Submit the appropriate written application.
- (b) Current TB skin test (completed within the last 6 months).
- (c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

309.4.3 APPOINTMENT

Volunteers and student interns shall be placed only in assignments or programs consistent with their knowledge, skills, and abilities and the needs of the Department. Volunteers' and student interns' interests will be considered when placed in assignments.

Volunteers and student interns serve at the discretion of the Chief Probation Officer.

Vendors are appointed and placed in accordance with the Fresno County Purchasing Office contract/agreement.

309.5 IDENTIFICATION

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department. Necessary safety equipment will be provided.

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

Vendor, volunteers and student interns will be issued Fresno County Probation Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Fresno County Probation Department identification cards, except that "Volunteer" or "Student Intern" will be indicated on the cards.

309.6 PERSONNEL WORKING AS STUDENT INTERNS

Qualified regular Department personnel, when authorized, may also serve as student interns. However, this Department shall not utilize the services of student interns such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., an officer participating as a student intern for reduced or no pay). Therefore, staff members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

309.7 PERSONNEL UNIT

The function of the Personnel Unit is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist efforts to jointly provide more productive volunteer services.

The responsibilities of the Personnel Unit include but are not limited to:

- (a) Recruiting, selecting, and training qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student interns.
- (c) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.
- (e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

309.8 DUTIES AND RESPONSIBILITIES

Volunteers assist department personnel as needed. Assignments of volunteers may be to any division within the Department, as needed. Volunteers should be placed only in assignments or programs consistent with their knowledge, skills, interests, abilities and the needs of the Department. Student interns should be assigned to areas that meet the needs of both their educational program and the Department. Vendors will be assigned per the contract/agreement.

309.8.1 COMPLIANCE

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer and student interns shall become thoroughly familiar with these policies and procedures as directed by the Chief Probation Officer or the authorized designee.

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to a vendor, volunteers and student interns, unless by its nature it is inapplicable.

Vendors, volunteers and student interns are required by this Department to meet Department-approved training requirements as applicable to their assignments.

309.9 TASK-SPECIFIC TRAINING

Task-specific training is intended to provide the required instruction and practice for vendors, volunteers and student interns to properly and safely perform their assigned duties. Training should correspond to the assignment as determined by the program coordinator.

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

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

Training should reinforce to vendors, volunteers and student interns that they shall not intentionally represent themselves as, or by omission give the impression that they are, officers or other full-time staff members of the Department. They shall always represent themselves as vendors, volunteers or student interns.

All vendors, volunteers and student interns shall comply with the standards of conduct and with all applicable orders and directives, whether oral or written, issued by the Department.

309.9.1 STATE REQUIREMENTS

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

309.10 SUPERVISION

Each vendor, volunteer or student intern must have a clearly identified supervisor who is responsible for direct management of that individual. This supervisor will be responsible for day-to-day management and guidance of the work of the vendor, volunteer or student intern and should be available for consultation and assistance.

Functional supervision of vendors, volunteers and student interns is the responsibility of the supervisor or the authorized designee in charge of their assigned duties. The following are some considerations that supervisors or the authorized designee should keep in mind while supervising vendors, volunteers and student interns:

- (a) Take the time to introduce vendors, volunteers and student interns to staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

- (c) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

309.10.1 EVALUATIONS

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

309.10.2 FITNESS FOR DUTY

No vendor, volunteers or student intern shall report for work or be at work when the individual judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Vendors, volunteers and student interns shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

- (a) Driver's license
- (b) Arrests.
- (c) Criminal investigations.
- (d) All law enforcement contacts.

309.11 INFORMATION ACCESS

Vendors, volunteers and student interns should not have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or Department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized staff members shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by Department policy and supervisory personnel.

A vendor, volunteer or student intern whose assignment requires the use of, or access to, confidential information will be required to be fingerprinted to the California Department of Justice to obtain clearance. Vendors, volunteers and student interns working this type of assignment shall receive training in data practices and shall be required to sign a CLETS Employee/Volunteer Statement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the vendor, volunteer, or student intern is grounds for immediate dismissal and possible criminal prosecution.

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper Department personnel.

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

309.11.1 RADIO AND DATABASE ACCESS USAGE

The supervisor or the authorized designee shall ensure that radio and database access training is provided for vendors, volunteers, and student interns whenever necessary.

309.12 EQUIPMENT

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a vendor, volunteer or student intern shall remain the property of the Department and shall be returned at the termination of service.

309.13 TERMINATION OF SERVICES

If a vendor or volunteer is the subject of a personnel complaint or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy. If a student intern is the subject of or is involved in an internal investigation, the coordinator of the educational program that sponsors the intern should be notified.

Vendors and volunteers are considered at-will and may be removed from service at the discretion of the Chief Probation Officer or the authorized designee, with or without cause. Vendors and volunteers shall have no property interest in their continued appointments. Vendors and volunteers may resign from service with the Department at any time. It is requested that vendors and volunteers who intend to resign provide advance notice and a reason for their decision.

309.14 ISSUED DATE

- 02/18/2022

Emergency Procedures - Facilities (Title 15, § 1327)

400.1 PURPOSE AND SCOPE

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

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

400.2 POLICY

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

400.3 EMERGENCY PROCEDURES

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

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

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

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

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

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

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

400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS

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

400.4 LOCKDOWN

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

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

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

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

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

400.5 HUNGER STRIKE

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

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

400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

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

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

400.5.2 RESPONSE TO HUNGER STRIKES

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

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

400.5.3 LEGAL GUIDANCE

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

400.6 RESPONSE TO DISTURBANCES

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

400.6.1 NOTIFICATIONS

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

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

400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

400.6.3 REPORTING

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

400.7 RIOTS

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

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

400.7.1 RESPONSE TO RIOTS

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

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

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

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

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

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

400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE

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

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

400.7.3 NOTIFICATIONS

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

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

400.7.4 REPORTING

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

400.8 HOSTAGES

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

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

400.8.1 RESPONSE TO HOSTAGE INCIDENT

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

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

400.8.3 HOSTAGE RESCUE

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

400.8.4 REPORTING

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

400.9 ESCAPES

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

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

400.9.1 YOUTH COUNTS

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

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

400.9.2 SEARCH

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

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

Exhibit B
Fresno County Probation Department**NEW JJC Policy Manual**
NEW JJC Policy Manual***Emergency Procedures - Facilities (Title 15, § 1327)***

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

400.9.3 REPORTING

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

400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY

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

400.11 DEBRIEFING

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

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

400.12 EMERGENCY HOUSING OF YOUTH

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

400.13 MUTUAL AID

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

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

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

400.14 REVIEW OF EMERGENCY PROCEDURES

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

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

400.15 FIRE

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

400.16 NATURAL DISASTER

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

400.17 OTHER TYPES OF EMERGENCIES

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

400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT

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

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

Exhibit B
Fresno County Probation Department

NEW JJC Policy Manual

NEW JJC Policy Manual

Emergency Procedures - Facilities (Title 15, § 1327)

400.19 TRAINING

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

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

400.20 REFERENCES

See Facilities Emergencies Procedure for additional guidance.

400.21 ISSUED DATE

- 04/17/2023



Exhibit C Fresno County Probation Department

Kirk Haynes, Chief Probation Officer



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

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

PROBATION VENDOR APPLICATION

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

CONTACT INFORMATION (Print clearly in ink)

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

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

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

Phone #: () _____ Email Address: _____

EMPLOYMENT

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

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

PREA (Prison Rape Elimination ACT)

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

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

Exhibit C

EMERGENCY CONTACTS

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

In case of an emergency, notify:

	Name	Telephone	Relationship
1			
2			

CONFIDENTIAL RELEASE OF INFORMATION

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

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

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

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

Applicant's Signature

Date

Reviewer's Signature

Approved

Denied

Date

FOR OFFICE USE ONLY

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

Exhibit D

Data Security

1. Definitions

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

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit D.
- (C) **“Director”** means the County’s Probation Chief or designee.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, 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, and ProbationContracts@fresnocountyca.gov (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, including taking any corrective action under this Exhibit D, all at the Contractor's sole

Exhibit D

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

Exhibit D

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 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.

Exhibit D

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

WestCare

Program Name: CalAIM Pre-release Care
 Provider
 Program Location: 1900 N Gateway Fresno, CA
 93727

JJC

PERSONNEL:		Factor	FTE	Share	Year 1 Budget	
	100.0% FTE of annual salary					
Program Director	TBH \$80,000		80000	100%	6%	\$ 4,800
	100.0% FTE of annual salary					
ECM Clinical Consultants (Licensed)	TBH \$110,000		110000	100%	6%	\$ 6,600
Lead Care Manager	TBH 100.00% FTE @ \$27.00/hr		56160	100%	100%	\$ 56,160
Lead Care Manager	TBH 100.00% FTE @ \$27.00/hr		56160	100%	6%	\$ 3,370
Data Billing Specialist	TBH 100.00% FTE @ \$24.00/hr		49920	100%	6%	\$ 2,995
						\$ 73,925
FRINGE BENEFIT:	22.60% of Total FTE Personnel		22.6%			\$ 16,707
TOTAL PERSONNEL & FRINGE:						\$ 90,632
TRAVEL:						
Local Staff Travel-Juvenile	1000 miles/mo * 12 mo *\$0.67/mile		12000	0.67		\$ 8,040
TOTAL TRAVEL:						\$ 8,040
SUPPLIES:				Share		
Laptop Setup (w/2 monitors)	1 Laptop Setup (w/2 monitors) @ \$1550.00		1550	1	100%	\$ 1,550
Office desks & other such items	1 Office desks & other such items @ \$2001.00		2001	1	100%	\$ 2,001
Office Supplies/Consumables	\$600.00/month		600	1	6%	\$ 36
Program /Client Support Supplies-Youth	\$53.89/participant		53.89	100	100%	\$ 5,346
TOTAL SUPPLIES:						\$ 8,933
VEHICLE				Share		
Vehicle Cost			1200	12	6%	\$ 864
Vehicle licens/resistration			800	1	6%	\$ 48
Vehicle Insurance			8500	1	6%	\$ 510
Vehicle Fuel	\$100X52		433	12	6%	\$ 312
Vehicle Maintenance	\$30/26 WEEKS		30	6	6%	\$ 11
TOTAL VEHICLE:						\$ 1,745
OPERATIONS:				Share		
Utilities	\$1,000/month		1000	12	6%	\$ 720
Communications: Telephone/Internet	\$1250.00/month		1250	12	6%	\$ 900
Communications: Cell Phone	\$600.00/month		600	12	6%	\$ 432
Copier Lease	\$450.00/month		450	12	6%	\$ 324
Staff Training	\$500.00/staff		500	10	6%	\$ 300
Employee Recruitment	\$250.00/staff		250	10	6%	\$ 150
Printing/Duplication	\$1,200.00/throughout the year		1200	1	100%	\$ 1,200
Repairs/Maintenance	\$300.00/month		300	12	6%	\$ 216
Property/Liability Insurance	\$715.00/month		715	12	6%	\$ 515
TOTAL OPERATIONS:						\$ 4,757
TOTAL EXPENSES						\$ 114,107
INDIRECT:						
15.0% Administrative overhead/indirect of total salaries & benefits						
					15.0%	\$ 13,595
TOTAL PROGRAM COST						\$ 127,702

Year 1: Medi-Cal reimbursement \$ -

Exhibit E

WestCare

Program Name: CalAIM Pre-release Care
 Provider
 Program Location: 1900 N Gateway Fresno,
 CA 93727

JJC

						Year 2 Budget	
PERSONNEL:			Factor	FTE	Share		
Program Director	TBH	100.0% FTE of annual salary \$80,000		80000	100%	6%	\$ 5,040
ECM Clinical Consultants (Licensed)	TBH	100.0% FTE of annual salary \$110,000		110000	100%	6%	\$ 6,930
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr		56160	100%	100%	\$ 58,968
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr		56160	100%	6%	\$ 3,539
Data Billing Specialist	TBH	100.00% FTE @ \$24.00/hr		49920	100%	6%	\$ 3,145
							\$ 77,622
FRINGE BENEFIT:		22.60% of Total FTE Personnel			22.6%		\$ 17,543
TOTAL PERSONNEL & FRINGE:							\$ 95,165
TRAVEL:							
Local Staff Travel-Juvenile		1000 miles/mo * 12 mo *\$0.67/mile		12000	0.67		\$ 6,767
TOTAL TRAVEL:							\$ 6,767
SUPPLIES:							
						Share	
Laptop Setup (w/2 monitors)							\$ -
Office desks & other such items							\$ -
Office Supplies/Consumables		\$600.00/month		600	1	6%	\$ 36
Program /Client Support Supplies-Youth		\$53.89/participant		53.89	100	100%	\$ 5,388
TOTAL SUPPLIES:							\$ 5,424
VEHICLE							
						Share	
Vehicle Cost				1200	12	6%	\$ 864
Vehicle licens/resistration				800	1	6%	\$ 53
Vehicle Insurance				8500	1	6%	\$ 561
Vehicle Fuel		\$100X52		433	12	6%	\$ 343
Vehicle Maintenance		\$30/26 WEEKS		30	6	6%	\$ 12
TOTAL VEHICLE:							\$ 1,833
OPERATIONS:							
						Share	
Utilities		\$1,000/month		1000	12	6%	\$ 720
Communications: Telephone/Internet		\$1250.00/month		1250	12	6%	\$ 900
Communications: Cell Phone		\$600.00/month		600	12	6%	\$ 432
Copier Lease		\$450.00/month		450	12	6%	\$ 324
Staff Training		\$500.00/staff		500	10	6%	\$ 300
Employee Recruitment		\$250.00/staff		250	10	6%	\$ 150
Printing/Duplication		\$1,200.00/throughout the year		1200	1	100%	\$ 1,200
Repairs/Maintenance		\$300.00/month		300	12	6%	\$ 216
Property/Liability Insurance		\$715.00/month		715	12	6%	\$ 515
TOTAL OPERATIONS:							\$ 4,757
TOTAL EXPENSES							\$ 113,946
INDIRECT:							
15.0% Administrative overhead/indirect of total salaries & benefits					15.0%		\$ 14,275
TOTAL PROGRAM COST							\$ 128,221

Year 2: Medi-Cal reimbursement \$ -

Exhibit E

WestCare

Program Name: CalAIM Pre-release Care
 Provider
 Program Location: 1900 N Gateway Fresno,
 CA 93727

JJC

			Factor	FTE	Share	Year 3 Budget
PERSONNEL:						
Program Director	TBH	100.0% FTE of annual salary \$80,000		80000	100%	6% \$ 5,292
ECM Clinical Consultants (Licensed)	TBH	100.0% FTE of annual salary \$110,000		110000	100%	6% \$ 7,277
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr		56160	100%	100% \$ 61,916
Lead Care Manager	TBH	100.00% FTE @ \$27.00/hr		56160	100%	6% \$ 3,716
Data Billing Specialist	TBH	100.00% FTE @ \$24.00/hr		49920	100%	6% \$ 3,302
						\$ 81,503
FRINGE BENEFIT:				22.60% of Total FTE Personnel	22.6%	\$ 18,420
TOTAL PERSONNEL & FRINGE:						\$ 99,923
TRAVEL:						
Local Staff Travel-Juvenile		1000 miles/mo * 12 mo *\$0.67/mile		12000	0.67	\$ 4,470
TOTAL TRAVEL:						\$ 4,470
SUPPLIES:						Share
Laptop Setup (w/2 monitors)						\$ -
Office desks & other such items						\$ -
Office Supplies/Consumables		\$600.00/month		600	1 6%	\$ 36
Program /Client Support Supplies-Youth		\$53.89/participant		53.89	100 100%	\$ 5,432
TOTAL SUPPLIES:						\$ 5,468
VEHICLE						Share
Vehicle Cost				1200	12 6%	\$ 864
Vehicle licens/resistration				800	1 6%	\$ 58
Vehicle Insurance				8500	1 6%	\$ 617
Vehicle Fuel		\$100X52		433	12 6%	\$ 377
Vehicle Maintenance		\$30/26 WEEKS		30	6 6%	\$ 13
TOTAL VEHICLE:						\$ 1,929
OPERATIONS:						Share
Utilities		\$1,000/month		1000	12 6%	\$ 720
Communications: Telephone/Internet		\$1250.00/month		1250	12 6%	\$ 900
Communications: Cell Phone		\$600.00/month		600	12 6%	\$ 432
Copier Lease		\$450.00/month		450	12 6%	\$ 324
Staff Training		\$500.00/staff		500	10 6%	\$ 300
Employee Recruitment		\$250.00/staff		250	10 6%	\$ 150
Printing/Duplication		\$1,200.00/throughout the year		1200	1 100%	\$ 600
Repairs/Maintenance		\$300.00/month		300	12 6%	\$ 216
Property/Liability Insurance		\$715.00/month		715	12 6%	\$ 515
TOTAL OPERATIONS:						\$ 4,157
TOTAL EXPENSES						\$ 115,947
INDIRECT:						
15.0% Administrative overhead/indirect of total salaries & benefits					15.0%	\$ 14,988
TOTAL PROGRAM COST						\$ 130,935

Year 3: Medi-Cal reimbursement \$ 159,735

Year 3 Medi-Cal reimbursement detail

Bundles	Rate	Max
1 Health Risk Assessment	\$256.27	1
2 Care Coordination	\$52.16	13
3 Care Manager Warm Hand-Off	\$166.70	1/CM (max 2)
4 Reentry Care Plan	\$199.00	1
5 Post-Transition Support	\$52.16	11 (2 pre, 9 post)

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.
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
4. 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
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	This will include copy paper, pens, pencils, clinical record binder, cleaning and sanitation products.
Vehicle	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.
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 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) **All-Risk Property Insurance.** All-Risk Property Insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement.
 - (i) Coverage must include full replacement value.
 - (ii) Contractor must name the County as an Additional Loss Payee.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **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.
- (F) **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.
- (G) **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.

Exhibit F

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

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

2. Additional Requirements

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

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