

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 Youth Law Center, a California non-profit corporation, whose address is 832 Folsom street,
4 Suite 700, San Francisco, CA 94107, (Contractor), and the County of Fresno, a political
5 subdivision of the State of California ("County").

6 **Recitals**

7 The County, through its Department of Social Services (DSS), is in need of specialty
8 consultation and support on the practice enhancements surrounding the bypass of reunification
9 services offered to families impacted by bypass recommendations.

10 A. The Contractor brings specialized qualifications and extensive experience in child
11 welfare services and legal advocacy, which empowers DSS to deliver more comprehensive and
12 responsive support to families navigating the complex challenges of the Child Welfare system.

13 B. Contractor is willing and able to provide consultation services as needed by the County
14 pursuant to the terms of this Agreement.

15 The parties therefore agree as follows:

16 **Article 1**

17 **Contractor's Services**

18 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
19 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and
20 program expenses detailed in Exhibit B, titled "Compensation."

21 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
22 able to perform all of the services provided in this Agreement.

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

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
4 "Scope of Services."

5 **Article 3**

6 **Compensation, Invoices, and Payments**

7 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
8 the performance of its services under this Agreement as described in Exhibit B to this
9 Agreement, titled "Compensation."

10 3.2 The services provided by the Contractor under this Agreement are funded in whole
11 or in part by the State of California and/or the United States Federal government. In the event
12 that funding for these services is delayed by the State Controller or the Federal government, the
13 County may defer payment to the Contractor. The amount of the deferred payment shall not
14 exceed the amount of funding delayed to the County. The period of time of the deferral by the
15 County shall not exceed the period of time of the State Controller's or Federal government's
16 delay of payment to County plus forty-five (45) days.

17 3.3 **Maximum Compensation.** The maximum compensation payable to the Contractor
18 under this Agreement is One Hundred Thirty-Three Thousand and No/100 dollars (\$133,000) for
19 the full term of this agreement. The County agrees to pay, and the Contractor agrees to
20 receive, compensation for the performance of its services under this Agreement as described in
21 Exhibit B to this agreement titled "Compensation". In no event shall compensation paid for
22 services under this agreement be in excess of One Hundred Fifteen Thousand Five Hundred
23 and No/100 dollars (\$115,500) during the term (as described in section 4.1 below) of this
24 Agreement. In no event shall compensation paid for services under this agreement for the
25 extension be in excess of Seventeen Thousand Five Hundred and No/100 dollars (\$17,500).

26 3.4 The Contractor acknowledges that the County is a local government entity, and does
27 so with notice that the County's powers are limited by the California Constitution and by State
28 law, and with notice that the Contractor may receive compensation under this Agreement only

1 for services performed according to the terms of this Agreement and while this Agreement is in
2 effect, and 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 **3.5 Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst
6 to: DSSInvoices@fresnocountyca.gov. The Contractor shall submit each invoice within 30 days
7 following the month in which expenses were incurred and services rendered, and in any case
8 within 60 days after the end of the term or termination of this Agreement. Contractor shall
9 submit invoices to the County each month with a detailed general ledger (GL), itemizing costs
10 incurred in the previous month, along with supporting documentation of costs. Failure to submit
11 GL reports and supporting documentation shall be deemed sufficient cause for County to
12 withhold payments until there is compliance, as further described in Section 3.7 herein.
13 Supporting documentation shall include but is not limited to receipts, invoices received, and
14 documented administrative / overhead costs. No reimbursement for services shall be made
15 until invoices, reports and outcomes are received, reviewed and approved by County's DSS.
16 Proof of payment may be required for certain funding streams and will be made available by the
17 Contractor as requested by the County.

18 **3.6 Payment.** The County shall pay each correctly completed and timely submitted
19 invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or
20 detail, County's DSS Director or designee shall have the right to withhold payment as to only
21 that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or
22 email correspondence to Contractor. The County shall remit any payment to the Contractor's
23 address specified in the invoice.

24 **3.7 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
25 expenses that are not specified as payable by the County under this Agreement.
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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2026,
4 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
7 year period only upon written approval of both parties at least 30 days before the first day of the
8 next one-year extension period. The County's DSS Director or his or her designee is authorized
9 to sign the written approval on behalf of the County based on the Contractor's satisfactory
10 performance. The extension of this Agreement by the County is not a waiver or compromise of
11 any default or breach of this Agreement by the Contractor existing at the time of the extension
12 whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director of Department of Social Services
19 County of Fresno
20 205 W. Pontiac Way
Clovis, CA 93612
DSS Invoices DSSInvoices@fresnocountyca.gov

21 **For the Contractor:**

22 Youth Law Center
23 832 Folsom Street, Suite 700
San Francisco, CA 94107
415-956-9022
24 Jennifer Rodriguez, Executive – jrodriguez@ylc.org

25 5.2 **Change of Contact Information.** Either party may change the information in section
26 5.1 by giving notice as provided in section 5.3.

27 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
28 for or permitted under this Agreement must be in writing, state that it is a notice provided under
this Agreement, and be delivered either by personal service, by first-class United States mail, by

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

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

(B) A notice delivered by first-class United States mail is effective three County 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.

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

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

Article 6

Termination and Suspension

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

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

(B) Terminate this Agreement.

6.2 Termination for Breach.

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

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

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

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

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

16 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 6 is without penalty to or further obligation of the County.

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

23 **Article 7**

24 **Independent Contractor**

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

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

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

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

Article 8

Indemnity and Defense

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

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

Article 9

Insurance

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

1 **Article 10**

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

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

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

14 10.3 **Single Audit Clause.** If Contractor One Million Dollars (\$1,000,000) or more in
15 Federal and Federal flow-through monies annually, Contractor agrees to conduct an annual
16 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
17 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. Contractor
18 shall submit said audit and management letter to County. The audit must include a statement of
19 findings or a statement that there were no findings. If there were negative findings, Contractor
20 must include a corrective action signed by an authorized individual. Contractor agrees to take
21 action to correct any material non-compliance or weakness found as a result of such audit. Such
22 audit shall be delivered to County's DSS, Administration, for review within nine (9) months of the
23 end of any fiscal year in which funds were expended and/or received for the program. Failure to
24 perform the requisite audit functions as required by this Agreement may result in County
25 performing the necessary audit tasks, or at County's option, contracting with a public accountant
26 to perform said audit, or, may result in the inability of County to enter into future agreements
27 with Contractor. All audit costs related to this Agreement are the sole responsibility of
28 Contractor.

1 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
2 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement
3 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a
4 program audit must be performed and a program audit report with management letter shall be
5 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.
6 Said audit report shall be delivered to County's DSS, Administration, for review no later than
7 nine (9) months after the close of the fiscal year in which the funds supplied through this
8 Agreement are expended. Failure to comply with this Act may result in County performing the
9 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit
10 costs related to this Agreement are the sole responsibility of Contractor who agrees to take
11 corrective action to eliminate any material noncompliance or weakness found as a result of such
12 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at
13 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

14 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
15 records in accordance with those requirements prescribed by County, with respect to all matters
16 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
17 files for services performed under this Agreement for at least five (5) years from date of final
18 payment under this Agreement or until all State and Federal audits are completed for that fiscal
19 year, whichever is later.

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

26 (B) Service Documentation. Contractor agrees to maintain records to verify services
27 under this Agreement including names and addresses of clients served, if applicable,
28 and the dates of service and a description of services provided on each occasion. These

1 records and any other documents pertaining in whole or in part to this Agreement shall
2 be clearly identified and readily accessible.

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

9
10 10.6 **Public Records.** The County is not limited in any manner with respect to its public
11 disclosure of this Agreement or any record or data that the Contractor may provide to the
12 County. The County's public disclosure of this Agreement or any record or data that the
13 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

28 (E) This Agreement, and any record or data that the Contractor may provide to the
County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

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

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

9 **10.7 Public Records Act Requests.** If the County receives a written or oral request
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
11 and which the County has a right, under any provision of this Agreement or applicable law, to
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the
13 County, for purposes of public disclosure, the requested records that may be in the possession
14 or control of the Contractor. Within five business days after the County's demand, the
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
16 possession or control, together with a written statement that the Contractor, after conducting a
17 diligent search, has produced all requested records that are in the Contractor's possession or
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a
19 diligent search, does not possess or control any of the requested records. The Contractor shall
20 cooperate with the County with respect to any County demand for such records. If the
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the
23 exemption by citation to specific legal authority within the written statement that it provides to
24 the County under this section. The Contractor's assertion of any exemption from disclosure is
25 not binding on the County, but the County will give at least 10 days' advance written notice to
26 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 11**

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

5 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
6 or changes its status to operate as a corporation.

7 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
10 the County before commencing the transaction or immediately after.

11
12 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
13 a party and in which one or more of its directors, as an individual, has a material financial
14 interest.

15 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
16 function or responsibility for planning and carrying out of the services provided under this
17 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
18 addition, no employee of the County shall be employed by the Contractor under this Agreement
19 to fulfill any contractual obligations with the County. The Contractor shall comply with all
20 Federal, State of California and local conflict of interest laws, statutes and regulations, which
21 shall be applicable to all parties and beneficiaries under this Agreement and any officer,
22 employee or agent of the County.

23 **Article 12**

24 **Confidentiality and Data Security**

25 12.1 **Conformance with Laws:** All services performed by Contractor under this Agreement
26 shall be in strict conformance with all applicable Federal, State of California and/or local laws
27 and regulations relating to confidentiality. For the purpose of preventing the potential loss,
28 misappropriation or inadvertent disclosure of County data including sensitive or personal client

1 information; abuse of County resources; and/or disruption to County operations, individuals
2 and/or agencies that enter into a contractual relationship with County for the purpose of
3 providing services under this Agreement must employ adequate data security measures to
4 protect the confidential information provided to Contractor by County,
5 including but not limited to the following:

6 (A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to
7 County networks via personally owned mobile, wireless or handheld devices, except
8 when authorized by County for telecommuting and then only if virus protection software
9 currency agreements are in place, and if a secure connection is used.

10 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into
11 County for use, including and not limited to mobile storage devices, without prior
12 authorization from County's Chief Information Officer or their designee. Data must be
13 stored on a secure server approved by County and transferred by means of a VPN
14 (Virtual Private Network) connection, or another type of secure connection of this type if
15 any data is approved to be transferred.

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

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

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

27 (F) Confidential client information transmitted to one party by the other by means of
28 electronic transmissions must be encrypted according to Advanced Encryption

Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

Article 13

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

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

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

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

(C) Contractor shall provide immediate written notice to County if at any time during the term of this Agreement Contractor learns that the representations it makes above

1 were erroneous when made or have become erroneous by reason of changed
2 circumstances.

3 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
4 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
5 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
6 solicitations for lower tier covered transactions.

7 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
8 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
9 debarment status at <https://sam.gov/SAM/>.

10 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
11 of fact upon which County relied in entering into this Agreement.

12 **Article 14**

13 **General Terms**

14 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written consent by both
16 parties. The Contractor acknowledges that County employees have no authority to modify this
17 Agreement except as expressly provided in this Agreement.

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

23 (B) Contractor agrees that reductions to the maximum compensation set forth under
24 Article Three (3) of this Agreement may be necessitated by a reduction in funding from
25 State or Federal sources. Any such reduction to the maximum compensation may be
26 made with the written approval of County's DSS Director or their designee and
27 Contractor. Contractor further understands that this Agreement is subject to any
28 restriction, limitations, or enactments of all legislative bodies which affect the provisions,

term, or funding of this Agreement in any manner. If the parties do not provide written approval for modification due to reduced funding, this Agreement may be terminated in accordance with Section 6.1 above.

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

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

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

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

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

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

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

1 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
2 only and are not part of this Agreement.

3 14.10 **Severability.** If anything in this Agreement is found by a court of competent
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
5 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
6 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
7 intent.

8 14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
9 not unlawfully discriminate against any employee or applicant for employment, or recipient of
10 services, because of race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender
12 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
13 all applicable State of California and federal statutes and regulation.

14 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
15 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
16 10295.3.

17
18 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
19 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
20 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
21 12101 et seq.).

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

24 14.12 **Limited English Proficiency.** Contractor shall provide interpreting and translation
25 services to persons participating in Contractor's services who have limited or no English
26 language proficiency, including services to persons who are deaf or blind. Interpreter and
27 translation services shall be provided as necessary to allow such participants meaningful
28 access to the programs, services and benefits provided by Contractor. Interpreter and

translation services, including translation of Contractor's "vital documents" (those documents that contain information that is critical for accessing Contractor's services or are required by law) shall be provided to participants at no cost to the participant. Contractor shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to contractor's services.

14.13 Drug-Free Workplace Requirements. For purposes of this paragraph, Contractor will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that it is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractor shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

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

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

14.16 Clean Air Act and the Federal Water Pollution Control Act. If the compensation to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable

standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14.17 Procurement of Recovered Materials. If compensation to be paid by the County under this Agreement is funded in whole or in part with Federal funding, In the performance of this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

5 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this
6 Agreement includes State funding and services in excess of \$200,000, Contractor shall give
7 priority consideration in filling vacancies in positions funded by the Agreement to qualified
8 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
9 Contract Code Section 10353.

10 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
11 between the Contractor and the County with respect to the subject matter of this Agreement,
12 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
13 publications, and understandings of any nature unless those things are expressly included in
14 this Agreement. If there is any inconsistency between the terms of this Agreement without its
15 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
16 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
17 exhibits.

18 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
19 create any rights or obligations for any person or entity except for the parties.

20 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

26 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
27 electronic signature as provided in this section.
28

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

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

11 (C) The provisions of this section satisfy the requirements of Civil Code section
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1).

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

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

21 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
22 original, and all of which together constitute this Agreement.

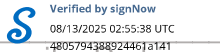
23 [SIGNATURE PAGE FOLLOWS]
24
25
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27
28

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

2 Youth Law Center

County OF FRESNO

3 *Jennifer Rodriguez*



5 Jennifer Rodriguez, Executive Director

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

6 832 Folsom Street, Suite 700
7 San Francisco, CA 94107

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.: 56107001
13 Account No.: 7295
Fund No.: 0001
14 Subclass No.: 10000
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Exhibit A

SCOPE OF SERVICES

ORGANIZATION: Youth Law Center

SERVICES: Bypass Policy Consultation Services

ADDRESS: 832 Folsom Street, Suite 700, San Francisco, CA 94107

TELEPHONE: 415-543-3379 ext. 3906

CONTACT: Carole Shauffer

EMAIL: admin@ylc.org

A. OVERVIEW

In the context of child welfare, a “bypass” refers to the legal mechanism by which a child welfare agency or court elects not to offer reunification services to a parent. This decision typically accelerates the process toward termination of parental rights or the establishment of an alternative permanent plan for the child. Bypass decisions are generally based on specific statutory criteria, such as the presence of aggravated circumstances or a parent’s prior involvement with the child welfare system.

The primary objective of the Department of Social Services (COUNTY) in child welfare cases is the safe reunification of children with their parents. To strengthen this mission, COUNTY is seeking to partner with a legal organization to enhance the quality and consistency of child welfare practices. This collaboration will focus on clarifying the legal and procedural options available to families when a bypass is under consideration, ensuring that decisions are both legally sound and aligned with the best interests of the child.

B. SCOPE OF SERVICES

Youth Law Center (Contractor) will review and provide guidance on the following key issues related to bypass policy:

1. Bypass Determination and Service Provision

- Criteria for determining whether a bypass applies.
- Whether services should be offered despite a bypass application.
- Additional or special considerations for infants aged 0 to 1.
- Offering services to parents who are unable to acknowledge that their child has been the victim of neglect/ abuse as described in any of the provisions outlined in Welfare and Institutions Code 361.5 (b).

2. Court Report Writing

- How to present neglect/ abuse findings and medical expert opinions in a balanced way to provide full perspective of all parties involved.

Exhibit A

- How to accurately reflect evaluations of family bond, service needs, and reunification potential.

3. Case Plan Development Without Acknowledgement of Harm

- How to create meaningful case plans when families deny wrongdoing/accountability.
- Guidance for social workers: What actions or services should be requested in such cases?

4. Reunification Assessment

- Ensuring service completion is not treated as automatic reunification.
- Provide robust and consistent reunification assessment of all families that meet bypass criteria as defined by the provisions of Welfare and Institutions Code 361.5 (b).
- Role of parental acknowledgment, learning, and demonstrated change.

C. TARGET POPULATION

Although consultation services will be provided directly to Department of Social Services staff, the ultimate goal is to enhance the quality of care and support delivered to vulnerable families involved in the Child Welfare system.

D. STAFFING LEVELS

Youth Law Center will assign the following staff to complete the requested services on this agreement:

Partners:

Name	Role
Carole Shauffer	Project Lead
Alice Bussiere	Legal Analysis
Charles Zeanah	Research Analysis
Research Assistants	Support Staff

E. CONTRACTOR's RESPONSIBILITIES

Project Elements

a. Legal Analysis

- Review relevant legislation and policy.
- Examine comparable laws and policies in other jurisdictions.
- Analyze practices in other counties.
- Conduct a legal literature review.

b. Developmental Scientific Analysis

- Review developmental and psychological literature.
- Conduct theoretical analysis.
- Provide discussion and recommendations.

Exhibit A

c. Practice & Environment Analysis

- Conduct interviews with key stakeholders:
 - Administrators
 - Social workers
 - Parents
 - Attorneys
 - Medical professionals

d. Recommendations Development

- Propose changes to local policy and practice.
- Suggest legislative or regulatory reforms.

e. Training Collaboration

- Partner with local training teams to develop and deliver training based on findings.

F. TIMELINE, DELIVERABLES & REPORTING

Task	Duration
Legal Analysis	10 days
Scientific Analysis	10 days
On-site Interviews (incl. travel)	5 days
Development of Recommendations	5 days
Meetings to Discuss Findings	2 days
Training Collaboration	1 day
Total	33 days

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Compensation			
Youth Law Center			
Bypass Policy Consultation Services			
Consultation, research and travel	\$3,500 per day	33 days of service	\$115,500.00
Optional Additional days	\$3,500 per day	5 days of service	\$17,500.00

Exhibit C

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 C

(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:	

Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of One Million Dollars (\$1,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than One Million Dollars (\$1,000,000) 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 Article 12 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose

Exhibit D

data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

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

Exhibit D

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.