

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated August 22, 2023 and is between Satellite Track of People, LLC, a Delaware limited liability company (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On May 19, 2019, the County and the Contractor entered into a Purchasing Agreement, County agreement number P-19-230-S (“Purchasing Agreement”), for a total maximum compensation payable of \$99,000, to provide electronic monitoring equipment and services to County. This was a piggyback on NASPO Value Point Master Agreement, Contract No. 00212 – Electronic Monitoring of Offenders (“NASPO Agreement”), which allowed the County to obtain preferential pricing pursuant to piggybacking on NASPO Contract No. 00212.

B. On August 6, 2019, the County and the Contractor entered into “Amended and Restated Agreement”, County agreement number A-19-381 (“Prior Agreement”) which replaced, restated, and superseded the Purchasing Agreement, to retroactively provide electronic monitoring equipment and services to County.

C. On October 20, 2020, August 10, 2021, April 5, 2022, and December 13, 2022, the County and the Contractor amended the Prior Agreement, which expired June 1, 2023.

D. On May 12, 2023, NASPO issued a statement to participating entities, advising that the State of Connecticut and the Multistate Sourcing Team have completed the evaluation phase for the new Electronic Monitoring Products and Services RFP (22PSX0021), and Connecticut intends to issue a Partial Award, meaning upon each successful negotiation, beginning with the highest-scoring proposer, and pending legal approval, the resulting Master Agreement will be executed and issued to avoid waiting until all Master Agreements are finalized before issuing one complete Master Agreement Award, but that process has not been completed yet;

E. Based on the advisement received from NASPO, County Probation Department staff collaborated with County Internal Services Department Purchasing Division staff to develop a plan to ensure continuity of service. Contractor advised County that they will maintain the same rates and services for County, while awaiting the completion of the new pending NASPO Master

1 Agreement, which was anticipated to be established by August, 1, 2023, as the NASPO website
2 indicates the pending agreement will be awarded August 1, 2023.

3 F. On June 1, 2023, the Prior Agreement expired, as did NASPO Contract No. 00212.
4 Effective June 1, 2023, the County and Contractor entered into Procurement Agreement P-23-
5 234, which allowed the County to maintain the same services and rate of compensation through
6 August 31, 2023.

7 G. On or about July 5, 2023, NASPO advised County staff that the Award date listed on
8 the NASPO website was a “placeholder”. While NASPO is currently working on establishing a
9 new Master Agreement, which, once approved, will allow the County continued access to
10 preferential pricing, NASPO has not been able to guarantee County when the new NASPO
11 Agreement will be established.

12 H. The County desires to continue providing alcohol detection equipment and services and
13 usage of electronic monitoring for offenders under Probation Department supervision. The
14 Contractor is able to continue providing the County with alcohol detection equipment and
15 services and usage of electronic monitoring. The County continues to obtain preferential pricing
16 for the Agreement and the Contractor agrees with continuing to maintain the same rates and
17 services to the County until the new agreement is established.

18 I. This Agreement shall replace, restate, and supersede Purchasing Agreement P-23-234,
19 retroactively effective to June 1, 2023, and further agree as follows:

20 **Article 1**

21 **Contractor’s Services**

22 1.1 **Scope of Services.** The Contractor shall perform all of the services described in
23 Exhibit A to this Agreement.

24 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
25 able to perform all of the services provided in this Agreement.

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

3 1.4 **Data Security.** Contractor shall comply with the requirements of Exhibit B, Data
4 Security, attached to this Agreement.

5 **Article 2**

6 **County's Responsibilities**

7 2.1 The County shall compensate the Contractor in accordance with Article 3,
8 "Compensation, Invoices, and Payments".

9 **Article 3**

10 **Compensation, Invoices, and Payments**

11 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
12 the performance of its services under this Agreement as described in Exhibit A, to this
13 Agreement.

14 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
15 under this Agreement is seven hundred and seventy-eight thousand, nineteen dollars and
16 twenty cents (\$778,019.20) for the period of June 1, 2023 through December 31, 2023. The
17 maximum compensation payable to the Contractor during each of the two optional three-month
18 extension periods is three hundred and thirty-three thousand, four hundred and thirty-six dollars
19 and eighty cents (\$333,436.80). In no event shall compensation paid for services performed
20 under this Agreement exceed one million, four hundred and forty-four thousand, eight hundred
21 and ninety-two dollars and eighty cents (\$1,444,892.80) during the total possible thirteen-month
22 term of this Agreement. The Contractor acknowledges that the County is a local government
23 entity, and does so with notice that the County's powers are limited by the California
24 Constitution and by State law, and with notice that the Contractor may receive compensation
25 under this Agreement only for services performed according to the terms of this Agreement and
26 while this Agreement is in effect, and subject to the maximum amount payable under this
27 section. The Contractor further acknowledges that County employees have no authority to pay
28 the Contractor except as expressly provided in this Agreement.

1 3.3 **Invoices.** The Contractor shall submit monthly invoices to Fresno County Probation
2 Department at: ProbationInvoices@fresnocountyca.gov. Each invoice shall specifically identify
3 this Agreement number and clearly identify the services. The Contractor shall submit each
4 invoice within 60 days after the month in which the Contractor performs services and in any
5 case within 60 days after the end of the term or termination of this Agreement.

6 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
7 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
8 address specified in the invoice.

9 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
10 expenses that are not specified as payable by the County under this Agreement.

11 **Article 4**

12 **Term of Agreement**

13 4.1 **Term.** This Agreement is retroactively effective on June 1, 2023 and terminates on
14 December 31, 2023, except as provided in section 4.2, "Extension," or Article 6, "Termination
15 and Suspension," below.

16 4.2 **Extension.** The term of this Agreement may be extended for no more than two,
17 three-month periods only upon written approval of both parties at least 30 days before the first
18 day of the next three-month extension period. The Chief Probation Officer or his or her designee
19 is authorized to sign the written approval on behalf of the County based on the Contractor's
20 satisfactory performance. The extension of this Agreement by the County is not a waiver or
21 compromise of any default or breach of this Agreement by the Contractor existing at the time of
22 the extension whether or not known to the County.

23 **Article 5**

24 **Notices**

25 5.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 **For the County:**
28 Chief Probation Officer
Probation Department

1 County of Fresno
2 3333 E. American Ave, Bldg. 701, Suite B
3 Fresno, CA 93725
4 Email: probationcontracts@fresnocountyca.gov

5 **For the Contractor:**
6 Chief Product Officer
7 Satellite Tracking of People, LLC
8 5353 W Sam Houston Pkwy, Suite 190
9 Houston, TX 77041

10 5.2 **Change of Contact Information.** Either party may change the information in section
11 5.1 by giving notice as provided in section 5.3.

12 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
13 for or permitted under this Agreement must be in writing, state that it is a notice provided under
14 this Agreement, and be delivered either by personal service, by first-class United States mail, by
15 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
16 Document Format (PDF) document attached to an email.

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

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

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

25 (D) A notice delivered by telephonic facsimile transmission or by PDF document
26 attached to an email is effective when transmission to the recipient is completed (but, if
27 such transmission is completed outside of County business hours, then such delivery is
28 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

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

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

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

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

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

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

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Contractor.

27 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
2 6, the County may demand repayment by the Contractor of any monies disbursed to the
3 Contractor under this Agreement that, in the County's sole judgment, were not expended in
4 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
5 demand. This section survives the termination of this Agreement.

6 **Article 7**

7 **Independent Contractor**

8 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
9 agents, employees, and volunteers, is at all times acting and performing as an independent
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
11 venturer, partner, or associate of the County.

12 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
13 manner or method of the Contractor's performance under this Agreement, but the County may
14 verify that the Contractor is performing according to the terms of this Agreement.

15 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
16 right to employment rights or benefits available to County employees. The Contractor is solely
17 responsible for providing to its own employees all employee benefits required by law. The
18 Contractor shall save the County harmless from all matters relating to the payment of
19 Contractor's employees, including compliance with Social Security withholding and all related
20 regulations.

21 7.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 8**

24 **Indemnity and Defense**

25 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
26 County (including its officers, agents, employees, and volunteers) against all claims, demands,
27 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
28 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
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1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

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

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

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

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

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

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

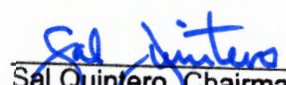
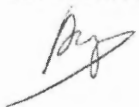
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The parties are signing this Agreement on the date stated in the introductory clause.

SATELLITE TRACKING OF PEOPLE, LLC

COUNTY OF FRESNO




Alex Yeo, Chief Product Officer

Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

5353 W Sam Houston Pkwy, Suite 190
Houston, TX 77041

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

By: 
Deputy

For accounting use only:

Org No.: 34309999
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Appendix Page 1 of 6

APPENDIX E

**NASPO Value Point – Electronic Monitoring of Offenders
(Contract #00212)**

Exhibit A

Appendix Page 2 of 6

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

APPENDIX E PRICE SHEETS

Daily is defined as 12:00 AM to 11:59:59 PM. Bid pricing shall be the not to exceed pricing on a per product/service basis.

CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use):</u> (Receiver (Home Unit) - Landline Communication Connection)	1 - 100	EA	<u>\$1.50</u>
	101 - 250	EA	<u>\$1.45</u>
Body-Attached Ankle Bracelet (transmitter):	251 - 500	EA	<u>\$1.50</u>
Mfg.: <u>Satellite Tracking of People</u>	501 - 1,500	EA	<u>\$1.50</u>
Brand/Model: <u>BLUband</u>	1,501 - 3,000	EA	<u>\$1.60</u>
With Receiver/Home Unit with Landline Connection: Product Bid:	3,001+	EA	<u>\$1.60</u>
Mfg.: <u>Satellite Tracking of People</u>			
Brand/Model: <u>BLUhome Landline</u>			
	<u>Monitoring Service/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>

(*Daily rate determined on a per customer basis.)

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service <u>Equipment/Unit (when in use):</u> (Receiver (Home Unit) - Cellular Communication Connection)	1 - 100	EA	\$2.30
	101 - 250	EA	\$2.15
Body-Attached Ankle Bracelet (transmitter):	251 - 500	EA	\$2.30
Mfg.: <u>Satellite Tracking of People</u>	501 - 1,500	EA	\$2.30
Brand/Model: <u>BLUband</u>	1,501 - 3,000	EA	\$2.30
	3,001+	EA	\$2.40
With Receiver/Home Unit with Cellular Communication:			
Mfg.: <u>Satellite Tracking of People</u>			
Brand/Model: <u>BLUhome Cellular</u>			
	<u>Monitoring Service/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>

(*Daily rate determined on a per customer basis.)

Exhibit A

Appendix Page 3 of 6

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment		
Body-Attached Ankle Braclet	EA	<u>\$50.00</u>
Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUband</u>		
Receiver (Home Unit) – with Landline communication connection.	EA	<u>\$250.00</u>
Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Landline</u>		
Receiver (Home Unit) – with Cellular communication.	EA	<u>\$250.00</u>
Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Cellular</u>		

Description	Qty	Unit	Daily Rate ⁴
Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service			
<u>Equipment/Unit (when in use):</u>	1 +	EA	<u>\$0.00</u>
For Product Bid: Mfg.: <u>Siouxawk Technologies Inc</u> Brand/Model: <u>Voice Biometric</u>			
<u>Monitoring Service/Unit (when in use):</u>	1 +	EA	<u>\$1.20</u>
<u>Voice Verification System</u> (Up to 5 calls per day)			
(*Daily rate determined on a per customer basis.)			

Description	Order Qty	Unit	Unit Price
Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver			
<u>Equipment/Unit:</u>	1 +	EA	<u>\$1.00</u>
For Product Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUscan</u>			

Exhibit A

Appendix Page 4 of 6

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description

Preferred Optional Service: Radio Frequency (RF) Electronic Monitoring Service – Optional Vendor Provided Offender Services

Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional \$4.00 per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

<u>Description of Optional Services</u>		<u>Typical Daily Charge</u>		
1. <u>Installation/Removal service</u>		<u>\$3.00/unit/day</u>		
Description	Qty	Unit	Daily Rate*	
Optional Radio Frequency (RF) Monitoring Services				
Optional Alert Notifications (Reference Specifications. 5.0)				
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	<u>\$0.25</u>	
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	<u>\$0.25</u>	
3. Identify any/all system automated capabilities	1	EA	\$0.25	
Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11)				
1. By Fax	1	EA	<u>\$0.25</u>	
2. And/or by telephone	1	EA	<u>\$0.25</u>	
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a "per call" basis.				
	1	EA	<u>\$1.25</u>	

Exhibit A

Appendix Page 5 of 6

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)) Using One-piece Body-attached Device			
Description	Qty	Unit	Daily Rate*
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active, Hybrid and Passive Mode. One-piece Body-attached Device Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUtag</u> (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	<u>Equipment/Unit (when in use):</u>		
	1 - 100	EA	<u>\$3.00</u>
	101 - 250	EA	<u>\$3.00</u>
	251 - 500	EA	<u>\$3.00</u>
	501 - 1,500	EA	<u>\$3.00</u>
	1,501 - 3,000	EA	<u>\$3.00</u>
	3,001+	EA	<u>\$3.00</u>
	<u>Monitoring Service for Active Mode/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>
	<u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4a.13 and 4a.16)		
	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>
	<u>Monitoring Service for Passive Mode/Unit (when in use):</u>		
	1 - 100	EA	<u>\$0.10</u>
	101 - 250	EA	<u>\$0.10</u>
	251 - 500	EA	<u>\$0.10</u>
	501 - 1,500	EA	<u>\$0.10</u>
	1,501 - 3,000	EA	<u>\$0.10</u>
	3,001+	EA	<u>\$0.10</u>
(*Daily rate determined on a per customer basis.)			

Exhibit A

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Satellite Monitoring and Remote Tracking Service (One-Piece Body-Attached Device) – Optional Hybrid Mode.			
Equipment/Unit (when in use):	Same as Above	Same as Above	Same as Above
One-piece Body-attached Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u>			
Monitoring Service for Optional Hybrid Mode/Unit (when in use):	1 - 100	EA	<u>\$0.05</u>
Describe this type of service: GPS point provided to confirm home location for curfew monitoring, then additional curfew confirmation provided through necessary equipment. Also, up to three GPS location confirmations in other locations during each day. Optional on-demand GPS locates can be available.	101 – 250	EA	<u>\$0.05</u>
	251 – 500	EA	<u>\$0.05</u>
	501 – 1,500	EA	<u>\$0.05</u>
	1,501 – 3,000	EA	<u>\$0.05</u>
	3,001+	EA	<u>\$0.05</u>
(*Daily rate determined on a per customer basis.)			

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BL.Utag</u>	EA	<u>\$250.00</u>
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BL.Ubox or BL.Uhome</u>	EA	<u>\$150.00</u>

Description	Typical Daily Charge
Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services	
Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional <u>\$5.00</u> per unit/day.	
Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.	
Description of Optional Services	Typical Daily Charge
1. <u>Manual Voice Monitoring Center Service (up to three alert tones)</u>	<u>\$1.00/unit/ day</u>
2. <u>Installation/Removal service</u>	<u>\$3.00/unit/ day</u>

Exhibit A



MONITORING SOLUTIONS
A Satellite Tracking of People Company

SoberTrack

DATE: July 1, 2021

CUSTOMER NAME: Fresno County Probation

GPS-enabled, Mobile Breath Alcohol Testing Unit: Pricing for **SoberTrack** will be \$4.10 per unit per day for active units. Lessor will allow up to 20% of the respective units to be held in inventory by Lessee/Customer at no charge. Units in excess of 20% of the monthly active unit average will be billed at \$1.00 per day per device. When both alcohol monitoring device (SoberTrack) and GPS device (BLUtag) are used together and assigned to the same participant on the same day the combination price will be \$6.50 per day for active participant assigned.

SoberTrack Special Conditions

1. It is understood that SoberTrack is used on specialized cases and not a replacement for any other STOP products.
2. Replacement costs for the SoberTrack unit is \$500.00, and the replacement cost for the charging coupler for SoberTrack is \$25.00.

Insurance Costs: In lieu of Customer paying for all lost/damaged units, Customer may elect below to Purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% Of the average daily units billed during the preceding twelve (12) months. Any lost or damaged Units above this amount will be billed in accordance with the Replacement Cost above. Election for Insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated All other terms and conditions of the original Agreement dated June 17,2013 as well as the first amendment to Agreement dated October 20, 2020 remain in full force and effect.

Insurance Cost \$0.50 per day per device

Electing Insurance Coverage (must check one): Yes No

Exhibit A



January 20, 2022

Fresno County Probation
2212 N. Winery Rd
Suite 101
Fresno, CA 93703

Dear Kayatana Davis,

Thank you for your interest in our Solution+ services. Our **Solutions+** Program is a worry-free way to get your individualized electronic monitoring program running on time and on budget.

The main services included are:

- Installer/Case Manager onsite Monday through Friday, from 8:00am to 5:00pm (PST), excluding County of Fresno Holidays.
- Supply of electronic monitoring equipment - Ordering and returns of electronic monitoring equipment
- Inventory management - Management of inventory as well as Device Maintenance
- 24/7/365 monitoring of clients
- 24/7/365 violations notifications (MC Services)
- All curfew and work scheduling provided with toll free communication for clients
- Work, School, Treatment, etc. time and location verification
- Fee Collection if required
- Monthly statements with line-item collection
- Immediate completion of reports; successful/unsuccessful
- Agency access to online client information and mapping
- Installation, maintenance, and removal of electronic monitoring equipment
- Enrollment/Unenrollment within the EM software system
- Creation and maintenance of all Enrollee curfew schedules
- Immediate completion of data reports (Events, Enrollment, Notifications, etc) per the Probation Department needs
- Collaborate with Probation for future integration into the Probation Management system.

Customer Responsibility

- Coordinate with Provider on enrollee's qualification/status of sliding scale
- Coordinate with Provider on standard violations procedure
- Coordinate with Provider on standard scheduling procedure
- Coordinate with Provider on allowable destinations beyond home

Based on your agency's needs, the additional cost per device in service is \$3.00. This cost is added to the overall daily rate of \$3.10 per day. The overall daily cost per assigned unit will be \$6.10.

Exhibit A



Once you get approval from the Board of Supervisors, we can issue an Amendment to your exiting contract.

Sincerely,

Jose Andrade
Vice President of Sales
Securus Monitoring

Exhibit B

Data Security

1. Definitions

Capitalized terms used in this Exhibit B 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 B.

(C) “**Director**” means the County’s Director of Internal Services/Chief Information Officer or his or her 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

Exhibit B

1 authenticate a person (including, without limitation, employee identification
2 numbers, government-issued identification numbers, passwords or personal
3 identification numbers (PINs), financial account numbers, credit report
4 information, answers to security questions, and other personal identifiers); or (iii)
5 is personal information within the meaning of California Civil Code section
6 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does
7 not include publicly available information that is lawfully made available to the
8 general public from federal, state, or local government records.

9 (G) **“Privacy Practices Complaint”** means a complaint received by the County
10 relating to the Contractor’s (or any Authorized Person’s) privacy practices, or
11 alleging a Security Breach. Such complaint shall have sufficient detail to enable
12 the Contractor to promptly investigate and take remedial action under this Exhibit
13 B.

14 (H) **“Security Safeguards”** means physical, technical, administrative or
15 organizational security procedures and practices put in place by the Contractor
16 (or any Authorized Persons) that relate to the protection of the security,
17 confidentiality, value, or integrity of Personal Information. Security Safeguards
18 shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit B.

19 (I) **“Security Breach”** means (i) any act or omission that compromises either the
20 security, confidentiality, value, or integrity of any Personal Information or the
21 Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of,
22 or any loss or destruction of, or any corruption of or damage to, any Personal
23 Information.

24 (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply,
25 manipulate, employ, process, transmit, disseminate, access, store, disclose, or
26 dispose of Personal Information.

27 2. Standard of Care

28

Exhibit B

1 (A) The Contractor acknowledges that, in the course of its engagement by the
2 County under this Agreement, the Contractor, or any Authorized Persons, may
3 Use Personal Information only as permitted in this Agreement.

4 (B) The Contractor acknowledges that Personal Information is deemed to be
5 confidential information of, or owned by, the County (or persons from whom the
6 County receives or has received Personal Information) and is not confidential
7 information of, or owned or by, the Contractor, or any Authorized Persons. The
8 Contractor further acknowledges that all right, title, and interest in or to the
9 Personal Information remains in the County (or persons from whom the County
10 receives or has received Personal Information) regardless of the Contractor's, or
11 any Authorized Person's, Use of that Personal Information.

12 (C) The Contractor agrees and covenants in favor of the Country that the Contractor
13 shall:

14 (i) keep and maintain all Personal Information in strict confidence, using
15 such degree of care under this section 2 as is reasonable and
16 appropriate to avoid a Security Breach;

17 (ii) Use Personal Information exclusively for the purposes for which the
18 Personal Information is made accessible to the Contractor pursuant to
19 the terms of this Exhibit B;

20 (iii) not Use, Disclose, sell, rent, license, or otherwise make available
21 Personal Information for the Contractor's own purposes or for the
22 benefit of anyone other than the County, without the County's express
23 prior written consent, which the County may give or withhold in its sole
24 and absolute discretion; and

25 (iv) not, directly or indirectly, Disclose Personal Information to any person
26 (an "Unauthorized Third Party") other than Authorized Persons pursuant
27 to this Agreement, without the Director's express prior written consent.
28

Exhibit B

1 (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor
2 believes it, or any Authorized Person, is required to disclose Personal
3 Information to government regulatory authorities, or pursuant to a legal
4 proceeding, or otherwise as may be required by applicable law, Contractor shall
5 (i) immediately notify the County of the specific demand for, and legal authority
6 for the disclosure, including providing County with a copy of any notice, discovery
7 demand, subpoena, or order, as applicable, received by the Contractor, or any
8 Authorized Person, from any government regulatory authorities, or in relation to
9 any legal proceeding, and (ii) promptly notify the County before such Personal
10 Information is offered by the Contractor for such disclosure so that the County
11 may have sufficient time to obtain a court order or take any other action the
12 County may deem necessary to protect the Personal Information from such
13 disclosure, and the Contractor shall cooperate with the County to minimize the
14 scope of such disclosure of such Personal Information.

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

18 3. Information Security

19 (A) The Contractor covenants, represents and warrants to the County that the
20 Contractor's Use of Personal Information under this Agreement does and will at
21 all times comply with all applicable federal, state, and local, privacy and data
22 protection laws, as well as all other applicable regulations and directives,
23 including but not limited to California Civil Code, Division 3, Part 4, Title 1.81
24 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971
25 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If
26 the Contractor Uses credit, debit or other payment cardholder information, the
27 Contractor shall at all times remain in compliance with the Payment Card
28 Industry Data Security Standard ("PCI DSS") requirements, including remaining

Exhibit B

1 aware at all times of changes to the PCI DSS and promptly implementing and
2 maintaining all procedures and practices as may be necessary to remain in
3 compliance with the PCI DSS, in each case, at the Contractor's sole cost and
4 expense.

5 (B) The Contractor covenants, represents and warrants to the County that, as of the
6 effective date of this Agreement, the Contractor has not received notice of any
7 violation of any privacy or data protection laws, as well as any other applicable
8 regulations or directives, and is not the subject of any pending legal action or
9 investigation by, any government regulatory authority regarding same.

10 (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit B,
11 the Contractor's (or Authorized Person's) Security Safeguards shall be no less
12 rigorous than accepted industry practices and, at a minimum, include the
13 following:

- 14 (i) limiting Use of Personal Information strictly to the Contractor's and
15 Authorized Persons' technical and administrative personnel who are
16 necessary for the Contractor's, or Authorized Persons', Use of the
17 Personal Information pursuant to this Agreement;
- 18 (ii) ensuring that all of the Contractor's connectivity to County computing
19 systems will only be through the County's security gateways and
20 firewalls, and only through security procedures approved upon the
21 express prior written consent of the Director;
- 22 (iii) to the extent that they contain or provide access to Personal
23 Information, (a) securing business facilities, data centers, paper files,
24 servers, back-up systems and computing equipment, operating
25 systems, and software applications, including, but not limited to, all
26 mobile devices and other equipment, operating systems, and software
27 applications with information storage capability; (b) employing adequate
28 controls and data security measures, both internally and externally, to

Exhibit B

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

11 (iv) encrypting all Personal Information at advance encryption standards of
12 Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on
13 any mobile devices, including but not limited to hard disks, portable
14 storage devices, or remote installation, or (b) transmitted over public or
15 wireless networks (the encrypted Personal Information must be subject
16 to password or pass phrase, and be stored on a secure server and
17 transferred by means of a Virtual Private Network (VPN) connection, or
18 another type of secure connection, all of which is subject to express
19 prior written consent of the Director);

20 (v) strictly segregating Personal Information from all other information of
21 the Contractor, including any Authorized Person, or anyone with whom
22 the Contractor or any Authorized Person deals so that Personal
23 Information is not commingled with any other types of information;

24 (vi) having a patch management process including installation of all
25 operating system and software vendor security patches;

26 (vii) maintaining appropriate personnel security and integrity procedures and
27 practices, including, but not limited to, conducting background checks of
28 Authorized Employees consistent with applicable law; and

Exhibit B

1 (viii) providing appropriate privacy and information security training to
2 Authorized Employees.

3 (D) During the term of each Authorized Employee's employment by the Contractor,
4 the Contractor shall cause such Authorized Employees to abide strictly by the
5 Contractor's obligations under this Exhibit B. The Contractor shall maintain a
6 disciplinary process to address any unauthorized Use of Personal Information by
7 any Authorized Employees.

8 (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is
9 the Contractor's practice to do so more frequently, Personal Information received
10 from the County, and the County shall have immediate, real time access, at all
11 times, to such backups via a secure, remote access connection provided by the
12 Contractor, through the Internet.

13 (F) The Contractor shall provide the County with the name and contact information
14 for each Authorized Employee (including such Authorized Employee's work shift,
15 and at least one alternate Authorized Employee for each Authorized Employee
16 during such work shift) who shall serve as the County's primary security contact
17 with the Contractor and shall be available to assist the County twenty-four (24)
18 hours per day, seven (7) days per week as a contact in resolving the Contractor's
19 and any Authorized Persons' obligations associated with a Security Breach or a
20 Privacy Practices Complaint.

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

25 **4. Security Breach Procedures**

26 (A) Immediately upon the Contractor's awareness or reasonable belief of a Security
27 Breach, the Contractor shall (i) notify the Director of the Security Breach, such
28 notice to be given first by telephone at the following telephone number, followed

Exhibit B

1 promptly by email at the following email address: (559) 600-6200 /
2 servicedesk@fresnocountyca.gov (which telephone number and email address
3 the County may update by providing notice to the Contractor), and (ii) preserve
4 all relevant evidence (and cause any affected Authorized Person to preserve all
5 relevant evidence) relating to the Security Breach. The notification shall include,
6 to the extent reasonably possible, the identification of each type and the extent of
7 Personal Information that has been, or is reasonably believed to have been,
8 breached, including but not limited to, compromised, or subjected to
9 unauthorized Use, Disclosure, or modification, or any loss or destruction,
10 corruption, or damage.

11 (B) Immediately following the Contractor's notification to the County of a Security
12 Breach, as provided pursuant to section 4(A) of this Exhibit B, the Parties shall
13 coordinate with each other to investigate the Security Breach. The Contractor
14 agrees to fully cooperate with the County, including, without limitation:

- 15 (i) assisting the County in conducting any investigation;
- 16 (ii) providing the County with physical access to the facilities and
17 operations affected;
- 18 (iii) facilitating interviews with Authorized Persons and any of the
19 Contractor's other employees knowledgeable of the matter; and
- 20 (iv) making available all relevant records, logs, files, data reporting and
21 other materials required to comply with applicable law, regulation,
22 industry standards, or as otherwise reasonably required by the County.

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

Exhibit B

1 (C) County shall promptly notify the Contractor of the Director's knowledge, or
2 reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's
3 receipt of that notification, the Contractor shall promptly address such Privacy
4 Practices Complaint, including taking any corrective action under this Exhibit B,
5 all at the Contractor's sole expense, in accordance with applicable privacy rights,
6 laws, regulations and standards. In the event the Contractor discovers a Security
7 Breach, the Contractor shall treat the Privacy Practices Complaint as a Security
8 Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy
9 Practices Complaint, the Contractor shall notify the County whether the matter is
10 a Security Breach, or otherwise has been corrected and the manner of
11 correction, or determined not to require corrective action and the reason for that
12 determination.

13 (D) The Contractor shall take prompt corrective action to respond to and remedy any
14 Security Breach and take mitigating actions, including but not limiting to,
15 preventing any reoccurrence of the Security Breach and correcting any
16 deficiency in Security Safeguards as a result of such incident, all at the
17 Contractor's sole expense, in accordance with applicable privacy rights, laws,
18 regulations and standards. The Contractor shall reimburse the County for all
19 reasonable costs incurred by the County in responding to, and mitigating
20 damages caused by, any Security Breach, including all costs of the County
21 incurred relation to any litigation or other action described section 4(E) of this
22 Exhibit B.

23 (E) The Contractor agrees to cooperate, at its sole expense, with the County in any
24 litigation or other action to protect the County's rights relating to Personal
25 Information, including the rights of persons from whom the County receives
26 Personal Information.

27 5. Oversight of Security Compliance

28

Exhibit B

1 (A) The Contractor shall have and maintain a written information security policy that
2 specifies Security Safeguards appropriate to the size and complexity of the
3 Contractor's operations and the nature and scope of its activities.

4 (B) Upon the County's written request, to confirm the Contractor's compliance with
5 this Exhibit B, as well as any applicable laws, regulations and industry standards,
6 the Contractor grants the County or, upon the County's election, a third party on
7 the County's behalf, permission to perform an assessment, audit, examination or
8 review of all controls in the Contractor's physical and technical environment in
9 relation to all Personal Information that is Used by the Contractor pursuant to this
10 Agreement. The Contractor shall fully cooperate with such assessment, audit or
11 examination, as applicable, by providing the County or the third party on the
12 County's behalf, access to all Authorized Employees and other knowledgeable
13 personnel, physical premises, documentation, infrastructure and application
14 software that is Used by the Contractor for Personal Information pursuant to this
15 Agreement. In addition, the Contractor shall provide the County with the results
16 of any audit by or on behalf of the Contractor that assesses the effectiveness of
17 the Contractor's information security program as relevant to the security and
18 confidentiality of Personal Information Used by the Contractor or Authorized
19 Persons during the course of this Agreement under this Exhibit B.

20 (C) The Contractor shall ensure that all Authorized Persons who Use Personal
21 Information agree to the same restrictions and conditions in this Exhibit B. that
22 apply to the Contractor with respect to such Personal Information by
23 incorporating the relevant provisions of these provisions into a valid and binding
24 written agreement between the Contractor and such Authorized Persons, or
25 amending any written agreements to provide same.

26 6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement,
27 the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the
28 County all Personal Information, whether in written, electronic or other form or media, in its

Exhibit B

1 possession or the possession of such Authorized Persons, in a machine readable form used
2 by the County at the time of such return, or upon the express prior written consent of the
3 Director, securely destroy all such Personal Information, and certify in writing to the County
4 that such Personal Information have been returned to the County or disposed of securely,
5 as applicable. If the Contractor is authorized to dispose of any such Personal Information, as
6 provided in this Exhibit B, such certification shall state the date, time, and manner (including
7 standard) of disposal and by whom, specifying the title of the individual. The Contractor shall
8 comply with all reasonable directions provided by the Director with respect to the return or
9 disposal of Personal Information and copies of Personal Information. If return or disposal of
10 such Personal Information or copies of Personal Information is not feasible, the Contractor
11 shall notify the County accordingly, specifying the reason, and continue to extend the
12 protections of this Exhibit B to all such Personal Information and copies of Personal
13 Information. The Contractor shall not retain any copy of any Personal Information after
14 returning or disposing of Personal Information as required by this section 6. The
15 Contractor's obligations under this section 6 survive the termination of this Agreement and
16 apply to all Personal Information that the Contractor retains if return or disposal is not
17 feasible and to all Personal Information that the Contractor may later discover.

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

27 8. **Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its
28 officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and

Exhibit B

1 all infringement of intellectual property including, but not limited to infringement of copyright,
2 trademark, and trade dress, invasion of privacy, information theft, and extortion,
3 unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any
4 corruption of or damage to, Personal Information, Security Breach response and remedy
5 costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies,
6 actions, judgments, interest, awards, fines and penalties (including regulatory fines and
7 penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost
8 of enforcing any right to indemnification or defense under this Exhibit B and the cost of
9 pursuing any insurance providers, arising out of or resulting from any third party claim or
10 action against any County Indemnitee in relation to the Contractor's, its officers, employees,
11 or agents, or any Authorized Employee's or Authorized Person's, performance or failure to
12 perform under this Exhibit B or arising out of or resulting from the Contractor's failure to
13 comply with any of its obligations under this section 8. The provisions of this section 8 do not
14 apply to the acts or omissions of the County. The provisions of this section 8 are cumulative
15 to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County
16 Indemnitee under this Agreement. The provisions of this section 8 shall survive the
17 termination of this Agreement.

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

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

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

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

12. 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) **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 B, Data Security, 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

Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

13. 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, 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.
 - (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

Exhibit D

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.