



# SAFEMEASURES<sup>®</sup> REPORTING SERVICE SUBSCRIPTION AGREEMENT

This SafeMeasures<sup>®</sup> Reporting Services Subscription Agreement (“Agreement”) is between Evident Change, a nonprofit corporation organized under the laws of New York, with a business office in Madison, Wisconsin, and Fresno County on behalf of its Department of Social Services, Child Welfare Services (collectively, “Customer” or “County”) (collectively, the “Parties”).

## BACKGROUND AND PRODUCT DESCRIPTION

- A. Evident Change has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the Evident Change Internet Reporting Service and referred to as SafeMeasures. SafeMeasures uses data from a child welfare agency’s case management system (CMS) and publishes it via a conventional online browser in a customized series of reports, dashboards, scorecards, and Key Performance Indicators.
- B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity and agency performance by navigating an extensive set of customized reports and dashboards presented in multiple different formats that can be aggregated by timeframe, location, assignment, or specific demographics and services. These reports permit customers to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by county, state, or federal regulatory requirements. SafeMeasures includes quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the Parties agree as follows.

## PROVISION OF SERVICE: WEB-BASED REPORTING

During the Term of this Agreement, Evident Change will provide Customer with a SafeMeasures subscription that includes:

- Unlimited access to a dedicated SafeMeasures team of subject matter experts that provides consulting on report development that supports agency policy and practice;
- Multiple training opportunities, including online basic navigation courses hosted within Evident Change's learning management system or training files for upload into the agency internal training system, live and recorded webinars, quick reference guides, training curricula, and in-application support tools;
- Help desk support by regular email or in-application links;
- Unlimited user access with no additional cost for licensing or user accounts;
- Unlimited report development as prioritized by the Core Team;
- Unlimited Administrator accounts in order to create/delete and update user accounts;
- Customized dashboard and scorecard development for the county
- Access to over 400 reports developed for the State of California, limited to the county view and data; and
- Representation on the monthly scheduled web-based meetings with the California Counties Core Team.

## 1. Access to Newly Developed Reports for the Purpose of Vetting and Testing Their Accuracy Prior to Release on the Production Site

### *1.1 Access to Customer Data*

If requested by Evident Change, Customer will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by Evident Change. If data are supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change.

### *1.2 Access to Website Restricted*

The right to access the SafeMeasures website is jurisdiction and agency specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third- party jurisdiction, agency, individual, or business for any purpose.

### *1.3 Internal Business*

Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.

#### *1.4 Competing Services or Products*

Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.

#### *1.5 Copyright Ownership and License*

Customer acknowledges that Evident Change owns the copyright in all graphic interfaces, reports, displays, and format (“Original Works”). Evident Change grants Customer a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes with no sublicensing rights for the Term of the Agreement.

#### *1.6 Training*

Evident Change will provide training as specified in Exhibit A. Customer will provide training facilities, equipment, and access to the SafeMeasures training website.

### **2. Data Transmission**

Customer, or other party supplying CMS data, shall supply Evident Change with regular extracts via one of the following methods to send daily extracts of agency data to Evident Change for processing and analysis. Data extracts shall occur daily or on a schedule determined jointly by Customer and Evident Change. Customer or supplying party will send data over a secure channel to Evident Change’s SSH server or may transfer data via a mutually satisfactory method that meets the frequency and security requirements of both organizations.

### **3. Data Sharing**

The County and Evident Change agree that the County shall grant Evident Change access to and use of—in accordance with federal and state law—the data necessary for the continuous quality improvement (CQI) related to the technical assistance needed to ensure SafeMeasures is operating as intended and in the furtherance of ongoing improvement. If Evident Change desires to utilize the data for reasons other than those contemplated by this Agreement, for CQI or for technical assistance, SafeMeasures will obtain express permission from the County or other authorized entities before doing so.

### **4. Reporting Service Subscription Fee**

Customer will pay Evident Change the fees (“Reporting Service Subscription Fees”) according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto.

## 5. Updates

During the Term of this Agreement, Evident Change will provide Customer updates, error corrections, and modifications to SafeMeasures displays (“Updates”) as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer-requested modifications must be made by Evident Change at Evident Change’s published service rates. Evident Change reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by Evident Change or the Customer. Evident Change shall not use any Customer data in its publishing for other parties without Customer’s permission.

## 6. Term and Termination

### *6.1 Term*

The Term of this Agreement shall commence on July 01, 2025, and shall terminate on June 30, 2029, unless earlier terminated pursuant to Section 6.3. After expiration of the current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

### *6.2 Renewal*

If Customer is not in default of this Agreement, Customer and Evident Change may renew this agreement for an additional period (“Renewal Term”). Prior to the expiration of the current Term, Evident Change may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) Evident Change’s issuance of a quotation of the new Reporting Service Subscription Fees, and (b) Evident Change’s acceptance of Customer’s corresponding purchase order or by the Parties entering into a new Agreement.

In order to ensure continuous access to the SafeMeasures reporting service, the effective date of any renewal agreement will begin one day after the previous Agreement expires. If a renewal agreement is not fully executed and received by Evident Change within 30 days of contract expiration, Evident Change reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal agreement is in place.

### *6.3 Termination*

A party may terminate this Agreement, with or without cause, with 30 days’ written notice. This Agreement may be terminated immediately for a breach of Customer’s obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

## 7. Evident Change Warranty, Disclaimers, and Remedies

### 7.1 Warranty

Evident Change warrants that:

- a. Provided that Customer or another designated party regularly submits the required case management data to Evident Change, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.
- b. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Evident Change also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.
- c. Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.
- d. Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise.
- e. The foregoing express warranty is the only warranty of any kind for SafeMeasures. Evident Change makes no warranties whatsoever for any Original Works that have been modified by Customer, nor does Evident Change warrant that SafeMeasures will be offered without interruption.
- f. Customer acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

### 7.2 Remedies

If SafeMeasures does not operate substantially as warranted (hereinafter described as "Noncompliance"), Customer will provide Evident Change with sufficient details available to Customer about the Noncompliance to allow Evident Change to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as Evident Change's entire liability in contract, tort, or otherwise of such Noncompliance, Evident Change will either:

- a. Correct the Noncompliance; or
- b. If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:
  - i. Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or
  - ii. Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

## 8. Indemnification by Evident Change

### *8.1 Indemnification*

To the fullest extent allowed by law, Evident Change shall defend, indemnify, and hold harmless the Customer and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, Customer employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Evident Change, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Evident Change includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limitations provided for in Civil Code Section 2782.S(a) of the cost to defend charged to Evident Change for design professional services. Each party shall notify the other party in writing of any claim or damage related to activities performed under this Agreement within 21 days of the notice or when aware of the possible existence of such a claim. The parties shall fully cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

### *8.2 Replacement or Refund*

If such a claim is made or appears possible, Evident Change may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or Evident Change may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

## 9. Evident Change's Liability or Consequential Damages

### *9.1 Insurance*

Evident Change shall comply with all the insurance requirements in Exhibit B to this Agreement.

### *9.2 Limited Liability*

The cumulative liability of Evident Change to Customer for all claims relating to SafeMeasures, and any services rendered under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to Evident Change by Customer for SafeMeasures during the one-year period prior to the date Evident Change is notified of such claim. This limitation will not apply to third parties' indemnification obligations set forth in Section 8. In no event will Evident Change be liable for any special, indirect, incidental, or consequential losses or damages even if Evident Change has been advised of the possibility of such potential loss or damage. Except as set forth in Section 8, and solely to the extent provided therein, Evident Change will not indemnify Customer in any way against any claim.

## 10. Customer Warranties

Customer warrants that:

10.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.

10.2 Customer will provide the requested data to Evident Change using one of the methods described in Section 2 or, if data are supplied by another party, execute all necessary agreements and permissions to release these data to Evident Change.

10.3 Customer recognizes that Evident Change has developed and owns all intellectual property rights, title, and interest and trademarks in SafeMeasures. Except as expressly permitted by this agreement, Evident Change does not permit Customer to modify or otherwise copy, transfer, license, distribute, or use the SafeMeasures service in any manner other than as is contemplated under this Agreement. Customer further acknowledges and agrees that Evident Change owns and shall retain all rights, title, and ownership to SafeMeasures, including without limitation all copyrights, moral rights, patents, trade secrets, trademarks, and other intellectual property rights it holds, subject to this Agreement.

## 11. General

### *11.1 Installation*

Customer is responsible for providing access to the SafeMeasures website via the internet to its users. Evident Change will, as requested, provide reasonable assistance (up to three hours) with set up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire Evident Change to provide additional training or assistance at the prevailing published rates plus travel expenses.

### *11.2 Notification of Rights*

In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.

### *11.3 Service Fees*

Evident Change reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.

#### *11.4 Complete Agreement and Modification of This Agreement*

This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof, whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of Evident Change and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement, other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

#### *11.5 Non-Assignment*

Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without Evident Change's prior written consent.

#### *11.6 Confidentiality*

Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns except for information that is or later enters the public domain through no fault of Customer.

All services performed by Evident Change under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality. For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with County for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to Contractor by County, including but not limited to the following:

- (A) Contractor is responsible to employ strict controls to ensure the integrity and security of County's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes County data internally and externally.
- (B) Confidential client information transmitted to one party by the other by means of 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.
- (C) 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.
- (D) Contractor shall require its subcontractors to comply with the provisions of this Data Security section.



### *11.7 Privacy*

Evident Change undergoes an annual SOC 2 audit to assess its success in ensuring the security, confidentiality, availability, and privacy of the data it processes. The resulting annual report of the audit results may be provided to the Customer upon request. In the event that a data subject contacts Evident Change with a request to exercise their rights, Evident Change staff shall document and refer the request to appropriate Customer personnel. Evident Change maintains a data use, destruction, and retention policy that outlines its commitments to secure data processing and personal data breach notification. Upon completion or termination of the contract, Evident Change shall delete/return all personal data to the Customer according to contractual obligations and/or Evident Charge's data use, destruction, and retention policy.

### *11.8 Waiver*

The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

### *11.9 Governing Law and Severability*

The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Fresno County, California or in the Federal District court in the Western District of Wisconsin, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

### *11.10 Survival*

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

### *11.11 Headings*

The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

### *11.12 HIPAA Compliance*

Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data that are the subject of this Agreement, because the data are not subject to requirements of HIPAA. However, Evident Change acknowledges that the Customer data may include health information, other information of a personal and sensitive nature,

and juvenile case file information that is strictly confidential pursuant to California Welfare and Institutions Code section 827. Evident Change will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules and consistent with the level of confidentiality mandated by section 827 of the California Welfare and Institutions Code.

## 12. Notices

All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below.

If to Evident Change: Evident Change  
Attn: Chris Scharenbroch  
717 John Nolen Drive  
Madison, WI 53713  
Phone: (800) 306-6223  
Email: [cscharenbroch@evidentchange.org](mailto:cscharenbroch@evidentchange.org)

If to Customer: Fresno County Department of Social Services.  
ATTN: Tyiquanette "Quanie" Dildine, Staff Analyst  
205 Pontiac Way, Building 2  
Covis, CA 93612  
Phone: (559) 600-4010  
Fax: (559) 600-2310  
Email: [tdilldine@fresnocountyca.gov](mailto:tdilldine@fresnocountyca.gov) ;  
[dssinvoices@fresnocountyca.gov](mailto:dssinvoices@fresnocountyca.gov)

System Maintenance  
Contact Person Fresno County Department of Social Services.  
ATTN: Mathew Calvillo  
205 Pontiac Way, Building 2  
Covis, CA 93612  
Phone: (559) 600-2205  
Fax: (559) 455-4611  
Email: [mcalvillo@fresnocountyca.gov](mailto:mcalvillo@fresnocountyca.gov)

Both parties have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

EVIDENT CHANGE

Ernest Buddy Mendes  
Signature

Ernest Buddy Mendes  
Name

Chairman of the Board of Supervisors  
Title

5-6-2025  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Mindy J. Rowland  
Signature

Mindy J. Rowland  
Name

Chief Legal & Operating Officer  
Title

03/28/2025  
Date

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California  
By Hanana Deputy

For accounting use only:

Org No.: 56108550  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# EXHIBIT A: REPORTING SERVICE AND ADDITIONAL FEES

Total cost of this Agreement and annual lump sum payments for reporting system subscription fees include up to two virtual training sessions via the internet to train supervisors, managers, and administrators as requested by the County. Additional training may be available for an added fee, as outlined below.

## TOTAL AMOUNT OF AGREEMENT

\$379,032.00, for a 4-year Agreement

## PAYMENT SCHEDULE

Annual Subscription Fees:

\$88,435.00 due July 1, 2025, upon receipt of invoice

\$93,741.00 due July 1, 2026, upon receipt of invoice

\$98,428.00 due July 1, 2027, upon receipt of invoice.

\$98,428.00 due July 1, 2028, upon receipt of invoice.

## TRAINING (IF REQUESTED BY CUSTOMER)

Up to two web-based training sessions to train supervisors, managers, and administrators as requested by the County.

## ADDITIONAL/ONSITE SUPPORT/TRAINING (IF REQUESTED BY CUSTOMER)

- Time and Materials at \$175 per hour
- All Travel Expenses

## COUNTY RESPONSIBILITIES

- Provide computer lab for training.

- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Evident Change.
- Provide access to the SafeMeasures website: <https://app.safemeasures.org/ca/>

# EXHIBIT B: INSURANCE REQUIREMENTS

## 1. REQUIRED POLICIES

Without limiting the County's right to obtain indemnification from Evident Change or any third parties, Evident Change, 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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). 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. Evident Change 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 Evident Change'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) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Evident Change's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **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 Evident Change.

**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 Evident Change's obligations under Section 7 and 11 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 Evident Change'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 Evident Change'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 Evident Change 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, Evident Change 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](mailto: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) Evident Change 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 Evident Change's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of Evident Change's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in 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 Evident Change.

- (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, Evident Change 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, Evident Change 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 Evident Change 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 Evident Change 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, Evident Change 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.** Evident Change 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. Evident Change is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but Evident Change's waiver of subrogation under this paragraph is effective whether or not Evident Change obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If Evident Change 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 Evident Change. The County may offset such charges against any amounts owed by the County to Evident Change under this Agreement.
- (G) **Subcontractors.** Evident Change shall require and verify that all subcontractors used by Evident Change to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize Evident Change to provide services under this Agreement using subcontractors.