



CONTRACTOR-PROVIDED SERVICES AGREEMENT
(“Agreement”)

Legal Doc./Contract No. of this signed Agreement (*Legal use only*): _____

COVER

Program/Event:

CONTRACTOR

Fresno County Department of Public Health (“Contractor”) DBA (*leave blank if none*):
 Attn: Ge Vue, Director of Public Health Nursing
 1221 Fulton St
 Fresno CA 93721
 Phone: (559) 600-3330
 Email: gevue@fresnocountyca.gov

FCSS

Fresno County Superintendent of Schools (“FCSS”)
 Attn: Linda Gleason, Director
 Dept.: Cradle to Career
 Fresno County Office of Education
 1111 Van Ness Ave.
 Fresno, CA 93721
 Phone: (559) 497-3830
 Email: lgleason@fcoe.org

ADDRESS FOR INVOICE TO FCSS: All invoices to FCSS shall be addressed to the attention of Internal Business Services—Accounts Payable, Office of Fresno County Superintendent of Schools, 1111 Van Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)

“Effective Date”: July 1, 2024
 “Termination Date”: March 31, 2025

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination (*mark one*): With cause
 With or without cause

“Notice Period”: At least 30 days before the effective date of termination of this Agreement

CONTRACT AMOUNT, INVOICE, AND PAYMENT (see Art. 2). Contractor shall invoice FCSS and FCSS shall pay Contractor the Contract Amount pursuant to the Payment Schedule stated below (*mark one and complete as indicated*):

- A. Fixed Installment: \$____ per month/quarter/year, the sum of all payments shall equal the “Contract Amount” of \$____. Contractor shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Contractor requests payment.
- B. Rate/Not-To-Exceed Contract Amount: Services that Contractor performs in accordance with this Agreement, to be billed at \$____ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the “Contract Amount” of \$____. Contractor shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Contractor requests payment.
- C. Entire Contract Amount/Completion Of All Services: Entire “Contract Amount” of \$____. Contractor shall submit the invoice to FCSS within 30 days of the date on which Contractor completed all Services in accordance with this Agreement.
- D. Other/Specified Amount, Paid Periodically: The “Contract Amount” of \$10,000 will be paid as follows: Reporting and invoicing (\$5,000) due July–December 2024, due January 30, 2025, and for period January 2025 – March 31, 2025, due March 31, 2025. Payment will be processed upon receipt of Fingerprinting, Criminal Background Check Certificate, Insurance Certificate, and TB Certificate. Contractor shall submit each invoice to FCSS within 30 days of the date on which Contractor has completed, in accordance with this Agreement, the Services for which Contractor requests payment.

Invoice and “Payment Schedule”: Each invoice shall comply with Section 2.2 and must be received and approved by FCSS before Contractor may receive any payment under this Agreement. If A, B, or D is marked

above, FCSS shall pay Contractor within 30 days after Contractor has completed, in accordance with this Agreement, the Services required of Contractor for the period for which Contractor requests payment. If C is marked above, FCSS shall pay Contractor within 30 days after Contractor has completed, in accordance with this Agreement, all Services required of Contractor.

PREVAILING WAGE (*mark if a portion or all of the Services are subject to the payment of prevailing wages*): A portion or all of the Services that Contractor will provide under this Agreement are subject to the payment, monitoring, and enforcement of prevailing wages. The Prevailing Wage Work Addendum (General/Standard Services Agreement) is attached hereto and constitutes a part of this Agreement. NOTE: If prevailing wage work is marked here, FCSS' Facilities & Operations shall complete and attach the Prevailing Wage Work Addendum (General/Standard Services Agreement).

CONTRACTOR OBLIGATIONS. Unless specifically stated otherwise on this Cover, Contractor shall provide all labor, materials, supplies, equipment, and transportation necessary to perform all obligations required of Contractor as set forth elsewhere in this Agreement and the following "Services":

A. *What Services will Contractor provide:* Will actively participate in the organized Fresno County Home Visitation Network (HVN) including monthly meetings and trainings. Building on the data baseline established between 2021-2023, provide data to the HVN database that includes impact results at a de-identified person level (e.g. maternal depression, pre-term births) per the network agreement on outcomes and the project coordinator. Share a success story 2x per year through a check in call from the HVN project coordinator or during two Home Visitation Network meetings. \$10,000 will be paid as follows: Reporting and invoicing (\$5,000) due July-December 2024, due January 30, 2025, and for period January 2025 – March 31, 2025 due March 31, 2025.

B. *When will Contractor provide the Services (mark one and complete as indicated):*

Date Determined – Contractor will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

Date to Be Determined – The Parties' staff will coordinate and schedule the particular date(s) on which Contractor shall perform the Services, which date(s) shall be within the Contract Term.

C. *Where will Contractor provide the Services (state full address):* The Parties' staff may mutually change the location if there is no change to the Contract Amount.

D. *Full name of Contractor staff who must perform the Services (leave blank if none designated):*

SUBCONTRACTOR DESIGNATION (*mark if Contractor will use any subcontractor to perform any of the Services*): Contractor is subcontracting with one or more subcontractors to perform a portion of the Services. Contractor has listed each subcontractor on the Subcontractor Designation Form, which is attached and constitutes a part of this Agreement. NOTE: If subcontractor designation is marked here, the FCSS department listed above shall provide the Subcontractor Designation Form to Contractor for Contractor to complete and return to the department.

FCSS OBLIGATIONS. FCSS shall perform all obligations required of FCSS as set forth elsewhere in this Agreement and the following (*leave blank if no additional obligations*):

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

REQUIRED DOCUMENTS (see § 1.4.1). Contractor shall provide to FCSS each document marked below and those required of Contractor elsewhere in this Agreement (collectively "Required Document"):

A. Insurance marked below and complying with Section 4.1, written proof of which Contractor shall provide to FCSS when Contractor delivers this Agreement signed by Contractor and before Contractor commences any Services, unless Contractor is a school district or other public entity in which case Contractor shall provide written proof to FCSS upon FCSS' request (*mark each required*):

Commercial general liability with additional insured coverage (see Section 4.1.1).

- Workers compensation and employer's liability if Contractor has any employees.
- Commercial auto liability with a combined single limit of not less than \$1,000,000 per accident if Contractor operates any vehicle to perform the Services and such Services do not include the transportation of students and/or other persons. If the Services required of Contractor includes the transportation of students and/or other persons, this insurance shall contain: (1) a combined single limit of not less than \$5,000,000 per accident and (2) a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents, and volunteers as an additional insured.
- Cyber liability. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)
- Professional liability. (Including cyber E&O, if applicable)
- Sexual abuse and molestation. (If such coverage is not provided as part of the CGL policy and additional insured coverage.)

B. Fingerprinting and Criminal Background Check Certification ("Fingerprinting Certification"), which Contractor must obtain from and submit to FCSS before Contractor commences any Services.

C. Fingerprinting and Criminal Background Check Addendum for Contractor Operating as Sole Proprietor ("Sole Proprietor Fingerprinting Addendum"), which Contractor must obtain from and submit to FCSS.

D. Tuberculosis Certification ("TB Certification"), which Contractor must obtain from and submit to FCSS before Contractor commences any Services.

E. At FCSS' request and as applicable, Taxpayer Identification Number Request, W-9 (*the form of which Contractor shall obtain from FCSS*) or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (Form 587), Withholding Exemption Certificate (Form 590), or other Franchise Tax Board forms; and documents that FCSS requires to process payment to Contractor.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Contractor and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes, as applicable, its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CONTRACTOR

By: Ernest Buddy Mendes
 Print Name: Ernest Buddy Mendes
 Title: Chairman of the Board of Supervisors
 of the County of Fresno

FCSS

By: Dr. Michele Cantwell-Copher
 Dr. Michele Cantwell-Copher, Superintendent
 or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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ATTEST:

BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By: Deputy Deputy

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Services and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension of Services
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which Contractor shall provide, and FCSS shall compensate Contractor for, performance of Contractor's obligations under this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 NON-EXCLUSIVE CONTRACT. Contractor understands and agrees that: (A) this Agreement does not constitute an exclusive contract for Contractor to provide the Services to FCSS, and FCSS has or may enter into contract(s) with one or more third parties to provide services to FCSS that are identical or similar to the Services; and (B) except as required by a Purchase Order issued in accordance with this Agreement, Contractor is not obligated to provide any Services to FCSS and FCSS is not obligated to accept or pay Contractor for any Services

SECTION 1.3 QUALIFICATION, SUPERVISION, AND CONTROL. Contractor represents and shall ensure that it and all persons whom it employs or retains to perform this Agreement have the necessary training, skill, and experience and are qualified to so perform, including having throughout the Contract Term all required licenses, permits, and/or certifications (collectively and separately "License"). Contractor shall provide FCSS with written proof of each License upon FCSS' request and notify FCSS in writing no later than 10 days after Contractor receives any notice that any such License has been revoked, suspended, placed on probation, or non-renewed. Unless stated otherwise in this Agreement or a Purchase Order in which case such provisions shall apply to the extent provided therein, Contractor is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for Contractor to perform this Agreement; (B) the acts and omissions of Contractor's officers, employees, agents, and any other persons who Contractor retains to perform this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and/or damage or loss to the property of Contractor's officers, employees, agents and any persons who Contractor retains to perform this Agreement, to any officers, employees, agents, students, or invitees of FCSS, or to any Third Party. Upon FCSS' request, Contractor shall dismiss any of Contractor's employees, suppliers, or materialmen whom FCSS determined are not skilled for the task assigned.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover in which case such provisions shall apply to the extent provided therein, this Section shall survive the termination of this Agreement and apply to: (A) any Work that FCSS provides to Contractor pursuant to or relating to this Agreement ("FCSS Work"); and (B) any Work that is prepared for and/or provided to FCSS by or on behalf of Contractor pursuant to or relating to this Agreement ("Contractor Work"). The following applies to the FCSS Work: (A) the FCSS Work is FCSS' property and FCSS has all interests and rights thereto; (B) Contractor does not own and shall not claim any interest or right to or in the FCSS Work; (C) FCSS grants to Contractor a limited license during the Contract Term to use and reproduce only those portions of the FCSS Work necessary for Contractor to perform this Agreement; and (D) Contractor shall return any or all FCSS Work to FCSS upon FCSS' request. The following applies to the Contractor Work: (A) Contractor represents that the Contractor Work is Contractor's original work and does not contain any unlawful matter or infringe upon any Third Party's copyright, right, or interest; (B) the Contractor Work is an instrument of service and constitutes FCSS' sole property, and Contractor shall deliver to FCSS the Contractor Work within 30 days of the date of completion of the Services or the date of termination of this Agreement, whichever is earlier; and (C) FCSS shall have the right to, and may authorize others to, use, modify, duplicate, distribute, sell, dispose, and/or disclose, in whole or in part, in any manner, and for any purpose, the Contractor Work. "Work" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored, and shall include source codes and other codes

and information if this Agreement requires Contractor to prepare, create, modify, update, or perform work relating to any website, webpage, and/or computer software, program, or product. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS AND GRANT.

1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection apply if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (D) the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and FCSS' Conflict of Interest Policies; (E) Conflict Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401); (F) Surveillance Equipment Restrictions (2 CFR Section 200.216); (G) Domestic Preferences (2 CFR Section 200.322); Procurement of Recovered Materials (2 CFR Section 200.323); (H) Small and Minority Business Preferences (2 CFR Section 200.321); (I) Federal Occupational Safety and Health Act (34 CFR 75.609); and (J) Energy Conservation Compliance (34 CFR 75.616). Upon FCSS' request, whether during or after the Contract Term, Contractor shall cooperate with and provide FCSS with documents and information relating to this Agreement that are necessary for FCSS to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 1.6 RECORDS AND INFORMATION.

1.6.1 **REQUIRED DOCUMENTS.** Contractor shall provide to FCSS each Required Document marked on the Cover, each of which is incorporated into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, Contractor shall promptly notify in writing and/or submit to FCSS the corrected, updated, or effective Required Document. If Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, FCSS shall have the right to withhold payment of any or all of the Contract Amount until such time that FCSS receives the Required Document from Contractor.

1.6.2 **CONFIDENTIAL MATERIAL.** If any documents and/or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by Contractor for or pursuant to this Agreement, Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Contractor's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

1.6.3 RECORD RETENTION, INSPECTION, AND AUDIT. Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Contractor under this Agreement for at least five years after the date on which this Agreement terminates and make them available, upon FCSS' request, for review, audit, and/or copying by FCSS and/or any federal or state agencies. Upon FCSS' written notice to Contractor that a longer retention period is necessary in order for FCSS to comply with records retention requirements under a court order or federal or state laws, Contractor shall continue to retain such books and records for the period stated in FCSS' notice. If this Agreement involves the expenditure of \$10,000 or more in funds from the State of California, it is subject, for three years after the final payment is made, to the State Auditor's examination and audit at FCSS' request or as part of an audit of FCSS. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. As full consideration and compensation for Contractor's performance of this Agreement, FCSS shall pay Contractor the Contract Amount in accordance with the Payment Schedule stated on the Cover. Except as stated in this Agreement or an amendment hereto, Contractor shall not be entitled to any other payment from FCSS; in the event Contractor has received any payment to which Contractor is not entitled to under this Agreement or an amendment, Contractor shall refund such payment to FCSS within 30 days of FCSS' request.

SECTION 2.2 INVOICE, ADDITIONAL INFORMATION, AND DECLARATION UNDER PENALTY OF PERJURY. Before Contractor may receive any payment under this Agreement, Contractor shall submit an itemized invoice and other documents as set forth below to FCSS at FCSS' address for invoice stated on the Cover. Each person submitting and/or signing an invoice on behalf of Contractor declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and know its content; (B) the invoice and supporting information are true, accurate, and complete, and reflect amounts due and services that Contractor has completed in accordance with this Agreement and the correct amount for those services; (C) Contractor has complied and is in compliance with all obligations required of Contractor under this Agreement; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims, and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences. Upon receiving an invoice and if FCSS objects to it and/or requires additional information, FCSS shall notify Contractor and Contractor shall provide such information to FCSS within 10 days after Contractor receives FCSS' notice. If Contractor fails or refuses to provide the additional information, FCSS shall have the right to withhold payment of any or all of the Contract Amount until such time that FCSS receives such information from Contractor.

SECTION 2.3 PAYMENT SCHEDULE, DEDUCTION, AND RELEASE. The Payment Schedule, as stated on the Cover, shall apply to FCSS' payment of the Contract Amount to Contractor. FCSS may deduct from each payment, if applicable, withholdings required by applicable laws, including but not limited to, those for non-California or foreign residents. Contractor's acceptance of any payment under this Agreement shall constitute, effective on the date of acceptance, a release of all claims and liabilities that Contractor has or may have against FCSS for any additional payment for the Services, and/or matters, for which the payment was made. However, FCSS' payment shall not relieve Contractor of Contractor's obligations under this Agreement or for deficient or defective Services that FCSS discovers after the payment is made.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; AND SUSPENSION OF SERVICES.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any written extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 GROUNDS FOR TERMINATION. During the Contract Term, this Agreement may only be terminated pursuant to one or more of the following:

3.2.1.1 CAUSE/WITHOUT CAUSE. A Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one

or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period.

3.2.1.2 **CONTRACTOR INSOLVENCY.** This Agreement shall terminate effective the day immediately preceding the day on which: (A) there is a filing by or against Contractor to have Contractor adjudged bankrupt or there is a petition for reorganization or arrangement of Contractor under any law relating to bankruptcy; (B) Contractor applies for, consents to, or has an order, judgment, or decree entered by a court for approval of a petition for or appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Contractor's assets; (C) Contractor is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or (D) Contractor makes a general assignment for the benefit of creditors. Contractor shall provide FCSS with written notice within 15 days of the occurrence of any of the aforementioned events.

3.2.1.3 **OTHER GROUNDS.** FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Contractor pursuant to any of the following: (A) Contractor is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification or the Sole Proprietor Fingerprinting Addendum; (B) Contractor is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Contractor must hold to perform this Agreement; (E) Contractor assigns, transfers, or subcontracts any or all of Contractor's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Contractor fails to maintain and provide written proof of insurance as required by Article 4; (G) Contractor is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Contractor's legal rights to exist or conduct business in California has been revoked or terminated by the State of California, another agency, or a court; and/or (I) Contractor's legal rights to exist or conduct business in California has been suspended or rendered inactive by the State of California, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement during the Contract Term, the following shall apply and survive the termination of this Agreement: (A) FCSS shall pay Contractor only for Services that Contractor is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Contractor shall submit an invoice within 30 days of the effective date of termination; (C) Sections 2.2 and 2.3 shall apply to Contractor's invoice and FCSS' payment under this Subsection; and (D) upon FCSS' payment, if any has been invoiced by Contractor and is due to Contractor, FCSS is not obligated to make any further payment to Contractor, whether pursuant to contract, law, or equity.

SECTION 3.3 SUSPENSION OF SERVICES. Despite any contrary provision in this Agreement, FCSS shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof ("**Suspension Period**"). Unless the Parties agree otherwise in writing, the following shall apply upon FCSS' exercise of the rights under this Section: (A) Contractor shall suspend, delay, or interrupt such Services as stated in FCSS' notice but shall continue to perform all other Services; (B) Contractor shall not be entitled to any compensation for Services that Contractor would have been required to perform under this Agreement but did not perform during the Suspension Period, and the Contract Amount shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment executed by the Parties; (C) Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to FCSS' exercise of its right under this Section or the Suspension Period; (D) Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and (E) the Contract Term shall remain the same.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing to perform or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared) tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force**

Majeure”), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse FCSS’ payment to Contractor of any portion of the Contract Amount that is due to Contractor where Contractor has performed, in accordance with this Agreement, the Services for which payment is requested, and submitted an invoice and supporting information as required on the Cover and Section 2.2. Contractor shall not receive any payment for Services that Contractor did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Contractor, at its cost unless stated otherwise on the Cover, shall maintain in effect insurance as marked on the Cover and complying, at a minimum, with the applicable requirements stated below. If Contractor is a California public agency, the required coverage may be through self-insurance. FCSS, in its sole discretion, may waive in writing any requirement in this Article; however, FCSS’ failure to insist or request that Contractor comply with such requirements shall not constitute a waiver on FCSS’ part. FCSS reserves the right to reject any insurance and/or to require that Contractor obtain insurance through an insurer satisfactory to FCSS.

- 4.1.1 *Commercial General Liability*, in effect during the Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools and the Fresno County Board of Education and their officers, employees, agents, and volunteers as an additional insured.
- 4.1.2 *Workers Compensation* in accordance with California laws and *Employer’s Liability Insurance* with a limit of not less than \$1,000,000 per accident, both of which shall be in effect during the Contract Term.
- 4.1.3 *Commercial Automobile Liability*, in effect during the Contract Term, with limits per accident not less than the amount stated on the Cover and providing coverage, at a minimum, for non-owned and hired autos and, if there are any autos owned by Contractor, then also covering owned autos.
- 4.1.4 *Professional Liability*, in effect during the Contract Term and three years thereafter, with limits of not less than \$1,000,000 per claim and \$2,000,000 general aggregate, written on a claims-made basis. The obligation to maintain this insurance shall survive the termination of this Agreement.
- 4.1.5 *Cyber Liability (also termed Information Security and Privacy Insurance)*, in effect during the Contract Term and three years thereafter, with limits of not less than \$3,000,000 per claim and \$5,000,000 general aggregate, at a minimum, written on a claims-made basis. The obligation to maintain this insurance shall survive the termination of this Agreement.
- 4.1.6 *Sexual abuse and molestation*, in effect during the Contract Term and three years thereafter, with limits of not less than \$3,000,000 per claim, and \$5,000,000 general aggregate, at a minimum, written on a claims-made basis, should such coverage not otherwise be included in the Commercial General Liability coverage required by this Agreement. The obligation to maintain this insurance shall survive the termination of this Agreement.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Contractor shall provide to FCSS: (A) as required on the Cover and from time to time as FCSS may request, written proof satisfactory to FCSS of the existence of the insurance required of Contractor, including any required endorsement; (B) upon FCSS’ request, a copy of the insurance policy and/or other evidence of insurance satisfactory to FCSS; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Contractor’s insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance’s policy limits have been reduced below those required in Section 4.1. Contractor shall disclose any deductible or self-insured retention for any of the required insurance. FCSS reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Contractor obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Contractor provide other assurances satisfactory to FCSS. Contractor’s obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of this Agreement.

ARTICLE 5 INDEMNITY.

The indemnity provision of the Fingerprinting Certification, the Sole Proprietor Fingerprinting Addendum, and/or the TB Certification, to the extent such document(s) is/are applicable as indicated on the Cover, shall govern to the extent provided therein. In all other respects relating to this Agreement, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by the provisions of this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, administrative proceeding, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, labor dispute (including but not limited to unpaid wages, employment benefits, and taxes), liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During any dispute, FCSS' decision, for the time being, shall prevail and Contractor shall perform this Agreement as FCSS directs without prejudice to a Final Determination, as this term is defined in Article 5. During a dispute regarding payment under this Agreement, FCSS shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is determined in a Final Determination to be due to Contractor, FCSS shall pay such amount to Contractor within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, FCSS shall pay Contractor in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive

any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT. Contractor is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of FCSS. Contractor represents that it is a business service provider and the Services are provided as a bona-fide business-to-business contracting relationship consistent with Labor Code section 2776. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Contractor and its officers, employees, agents, and any other person performing services for or on behalf of Contractor shall not have any right or claim against FCSS for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Contractor shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Unless stated on the Cover, Contractor shall not subcontract with any subcontractor to perform some or all of the Services required of Contractor.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, *if to FCSS, a copy of any notice and demand by email to: Legal Services at legalservices@fcoe.org.* A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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**Agreement Between the County of Fresno and The Fresno County
Superintendent of Schools**

Agreement Name: FY 2024-25 Home Visitation Network Agreement

Fund/Subclass: 0001/10000
Organization #: 56201501
Revenue Account #: 3530