

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated August 11, 2026 and is between TouchPay Holdings, LLC d/b/a GTL Financial Services, a Texas limited liability company, located at 10005 Technology Blvd. West, Suite 130 Dallas, TX 75220 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. County needs the services of an independent contractor to provide Jail Kiosk Services at Main Jail, North Jail, West Annex Jail and any future facilities (individually, "Fresno County Jail Facility" or collectively, "Fresno County Jail Facilities").

B. County desires to contract for the provision of such services in connection with the operation of the Fresno County Jail Facilities.

C. County conducted a Request for Proposals ("RFP") for Jail Kiosk Services, which closed in March of 2026, and Contractor was determined to be the best fit to provide these services to County.

D. Contractor represents that it is qualified and willing to provide such services and agrees to provide such services pursuant to the terms of this Agreement.

The parties therefore agree as follows:

### Article 1

#### Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Work."

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations. Contractor is a licensed "money transmitter" under applicable federal and state laws. Contractor will comply with all federal and state laws and

regulations applicable to “money transmitters” (the “Money Transmitter Laws”), and County will reasonably cooperate with Contractor as requested by Contractor. Contractor will keep County apprised of the Money Transmitter Laws as applicable to the services, as adopted and amended from time to time. If County is unable or unwilling to comply with the requirements of Contractor that allow Contractor to be in compliance with the Money Transmitter Laws, Contractor may, at its option, immediately terminate the provision of services without penalty until such non-compliance is remedied.

1.4 **No Exclusive Possession.** Contractor shall not have any right to control or exclusively possess all or any portion of any County facility, including the Jail facilities, and at any time, authorized County staff may enter County facilities, including the Jail facilities, where Contractor is performing services.

## Article 2

## County's Responsibilities

2.1 The County designates the Jail Programs and Services Bureau Captain of the County, or his or her designee (“Jail Program and Services Bureau Captain”), as the liaison between the Contractor and the County with respect to all communications, billing, and invoicing necessary for the performance of this Agreement and any related disputes.

2.2 At the expense of the Contractor, the County shall conduct necessary background checks on all employees of the Contractor that the Contractor assigns to work in any of the Fresno County Jail Facilities. These background checks must be completed before the employee's placement into one of the Fresno County Jail Facilities. The Sheriff, or his or her designee, reserves the right to refuse admittance to any employee of the Contractor at his/her sole discretion without cause. The Sheriff, or his or her designee, reserves the right to require background checks of all employees the Contractor assigns to provide services under this Agreement, regardless of whether that employee normally accesses any of the Fresno County Jail Facilities or not.

1       2.3       The County shall provide directions to the Contractor's employees in the event of  
2 any disturbances or security-related incidents while inside the Fresno County Jail Facilities. The  
3 Contractor's employees shall immediately follow the directions of the County's correctional staff  
4 in such circumstances.

5       2.4       The County shall immediately notify the Contractor if any of the Contractor's  
6 employees assigned to the Fresno County Jail Facilities lose their access privileges. The  
7 Contractor shall immediately remove said employee from the relevant Fresno County Jail  
8 Facility.

9       2.5       The County-designated Jail Watch Commander shall resolve disputes involving jail  
10 staff and the Contractor in matters such as work location and security measures.

11       2.6       The County shall provide ingress/egress privileges to the appropriate Fresno County  
12 Jail Facility or Facilities, subject to its security requirements, to the Contractor's employees who  
13 have been approved for such privileges by the County.  
14

15       2.7       The County shall provide the Contractor with access to the Fresno County  
16 Offendertrak Computer System. The Contractor shall ensure that it obtains the necessary  
17 permission and any required licenses and shall perform any other necessary action to obtain  
18 such permission and any required license prior to accessing the Offendertrak Computer  
19 System. The County shall provide a detailed contingency plan in case of system failure,  
20 connection failure, file corruption or other problems that result in the inability to obtain the  
21 incarcerated person download file.  
22

23       2.8       The County shall make incarcerated person accounts accessible to the Contractor.

24       2.9       **Protection of Incarcerated Person Information and Other Information.**

25 Definitions:

26       A. "Authorized Persons" means the Contractor's employees who have access to Personal  
27 Information.  
28

      B. "Disclose" or any derivative thereof means to disclose, release, transfer, disseminate, or

1 otherwise provide access to or communicate all or any part of any Personal Information  
2 orally, in writing, or by electronic or any other means to any person.

3 C. "Personal Information" means any and all information, including any data, provided, or to  
4 which access is provided, to the Contractor by or upon the authorization of the County, under  
5 this Agreement that: (i) identifies, describes, or relates to, or is associated with, or  
6 is capable of being used to identify, describe, or relate to, or associate with, a person  
7 (including, without limitation, names, physical descriptions, signatures, addresses,  
8 telephone numbers, e-mail addresses, education, financial matters, employment history,  
9 and other unique identifiers, as well as statements made by or attributable to the person);  
10 (ii) is used or is capable of being used to authenticate a person (including, without  
11 limitation, employee identification numbers, government-issued identification numbers,  
12 passwords or personal identification numbers (PINs), financial account numbers, credit  
13 report information, answers to security questions, and other personal identifiers); or is  
14 personal information within the meaning of California Civil Code section 1798.3,  
15 subdivision (a), or 1798.80, subdivision (e).  
16

17  
18 D. "Privacy Practices Complaint" means a complaint received by the County relating to the  
19 Contractor's (or any Authorized Person's) privacy practices or alleging a Security Breach.

20 E. "Security Safeguards" means physical, technical, administrative or organizational security  
21 procedures and practices put in place by the Contractor (or any Authorized Persons) that  
22 relate to the protection of the security, confidentiality, value, or integrity of Personal  
23 Information. Security Safeguards shall satisfy the minimal requirements set forth in this  
24 Section 2.9.

25 F. "Security Breach" means (i) any act or omission that compromises either the security,  
26 confidentiality, value, or integrity of any Personal Information or the Security Safeguards,  
27 or (ii) any unauthorized use, disclosure, or modification of, or any loss or destruction of,  
28 or any corruption of or damage to, any Personal Information.

1 G. "Use" or any derivative thereof means to receive, acquire, collect, apply, manipulate,  
2 employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal  
3 Information.

4 H. The Contractor is aware of the sensitive nature of the Personal Information that the  
5 Contractor may encounter or have access to.

6 I. The Contractor acknowledges that, in the course of its engagement by the County under  
7 this Agreement, the Contractor, or any Authorized Persons, may Use Personal  
8 Information only as permitted herein. Contractor will keep all Personal Information confidential,  
9 but may disclose the same as required to comply with the requirements of any licensing  
10 authority, court order, law, regulation or other governmental or court action. Contractor shall  
11 notify County in writing before disclosing any Personal Information.  
12

13 J. The Contractor agrees and covenants in favor of the County that the Contractor shall: (i)  
14 keep and maintain all Personal Information in strict confidence, using such degree of  
15 care under this Section 2.9 as is reasonable and appropriate to avoid a Security Breach;

16 (ii) Use Personal Information exclusively for the purposes for which the Personal  
17 Information is made accessible to the Contractor; (iii) not use, disclose, sell, rent,  
18 license, or otherwise make available Personal Information for the Contractor's own  
19 purposes or for the benefit of anyone other than the County, without the County's  
20 express prior written consent, which the County may give or withhold in its sole and  
21 absolute discretion; (iv) protect any and all Personal Information from any manner of  
22 observance, whatsoever, by or to any person not specifically and explicitly identified and  
23 authorized by the County or its designee; and (v) not, directly or indirectly, disclose  
24 Personal Information to any person other than person or persons not specifically and  
25 explicitly identified or authorized by the County or its designee pursuant to this  
26 Agreement, without the Sheriff's express prior written consent.  
27  
28

1 K. The Contractor shall remain liable to the County for the actions and omissions of its  
2 subcontractors, agents, or representatives acting on the Contractor's behalf concerning their  
3 use of such Personal Information as if they were  
4 the Contractor's own actions and omissions. Contractor shall not be liable for the acts or  
5 omissions of unrelated third parties except to the extent caused by Contractor's failure to  
6 implement or maintain the Security Safeguards required under this Section 2.9.

7  
8 L. The Contractor covenants, represents and warrants to the County that the Contractor's  
9 use of Personal Information under this Agreement does and shall at all times comply  
10 with all applicable federal, state, and local, privacy and data protection laws, as well as  
11 all other applicable regulations and directives, including but not limited to California Civil  
12 Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-  
13 Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning  
14 with section 1747). If the Contractor uses credit, debit or other payment  
15 cardholder information, the Contractor shall at all times remain in compliance with the  
16 Payment Card Industry Data Security Standard ("PCI DSS") requirements, including  
17 remaining aware at all times of changes to the PCI DSS and promptly implementing and  
18 maintaining all procedures and practices as may be necessary to remain in compliance  
19 with the PCI DSS, in each case, at the Contractor's sole cost and expense.  
20

21 M. The Contractor covenants, represents and warrants to the County that, as of the  
22 Effective Date of this Agreement, the Contractor has not received notice of any violation  
23 of any privacy or data protection laws, as well as any other applicable regulations or  
24 directives, and is not the subject of any pending legal action or investigation by, any  
25 government regulatory authority regarding same.

26  
27 N. Without limiting the Contractor's obligations under this Section 2.9, the Contractor's (or  
28 Authorized Person's) Security Safeguards shall be no less rigorous than accepted  
industry practices and, at a minimum, include the following: (i) limiting use of Personal

1 Information strictly to the Contractor's technical, delivery and administrative personnel  
2 and Authorized Persons who are necessary for the Contractor's use of the Personal  
3 Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's  
4 connectivity to the County computing systems shall only be through the County's  
5 security gateways and firewalls, and only through security procedures approved upon  
6 the express prior written consent of the Jail Programs and Services Bureau Captain; (iii) to the  
7 extent that they contain or provide access to Personal Information; (a) securing business  
8 facilities, data centers, paper files, servers, back-up systems and computing equipment,  
9 operating systems, and software applications, including, but not limited to, all mobile  
10 devices and other equipment, operating systems, and software applications with  
11 information storage capability; (b) employing adequate controls and data security  
12 measures, both internally and externally, to protect (1) the Personal Information from  
13 potential loss or misappropriation, or unauthorized use, and (2) the County's operations  
14 from disruption and abuse; (c) having and maintaining network, device application, database  
15 and platform security; and (d) maintaining authentication and access controls  
16 within media, computing equipment, operating systems, and software applications; (iv)  
17 encrypting all Personal Information; and (v) providing appropriate privacy and  
18 information security training to Authorized Persons.  
19  
20

21 O. Immediately upon the Contractor's awareness or reasonable belief of a Security Breach  
22 or that Personal Information is at risk of being observed or disclosed to or by a person or  
23 persons not specifically and explicitly identified or authorized by the County, the  
24 Contractor shall (a) notify the Jail Programs and Services Bureau Captain of the Security  
25 Breach, such notice to be given first by telephone at the following telephone number  
26 (559) 600-8131, followed promptly thereafter by email at the following email address:  
27 Jon.Alvarado@fresnosheriff.org (which telephone number and email address the County  
28 may update by providing notice thereof to the Contractor), and (b) preserve all relevant

1 evidence (and cause any affected Authorized Person to preserve all relevant evidence)  
2 relating to the Security Breach. The notification shall include, to the extent reasonably  
3 possible, the identification of each type and the extent of Personal Information that has  
4 been, or is reasonably believed to have been, breached, including but not limited to,  
5 compromised, or subjected to unauthorized use, disclosure, or modification, or any loss  
6 or destruction, corruption, or damage.

7  
8 P. Immediately following the Contractor's notification to the County of a Security Breach, as  
9 provided pursuant to this Section 2.9, the Parties shall coordinate with each other to  
10 investigate the Security Breach. The Contractor agrees to fully cooperate with the  
11 County, including, without limitation: (i) assisting the County in conducting any  
12 investigation; (ii) providing the County with physical access to the facilities and  
13 operations affected; (iii) facilitating interviews with Authorized Persons and any of the  
14 Contractor's other employees that are knowledgeable of the matter; and (iv) making available all  
15 relevant records, logs, files, data reporting and other materials required to comply with  
16 applicable law, regulation, industry standards, or as otherwise reasonably required by  
17 the County. To that end, the Contractor shall, with respect to a Security Breach, be solely  
18 responsible, at its cost, for all notifications required by law and regulation, or  
19 deemed reasonably necessary by the County, and the Contractor shall provide a written  
20 report of the investigation and reporting required to the Jail Programs and Services Bureau  
21 Captain within thirty (30) days after the Contractor's discovery of the Security Breach.

22  
23 Q. The Contractor shall take prompt corrective action to respond to and remedy any  
24 Security Breach and take mitigating actions, including but not limiting to, preventing any  
25 reoccurrence of the Security Breach and correcting any deficiency in Security  
26 Safeguards as a result of such incident, all at the Contractor's sole expense, in  
27 accordance with applicable privacy rights, laws, regulations and standards. The  
28 Contractor shall reimburse the County for all reasonable costs incurred by the County in



1 responding to, and mitigating damages caused by, any Security Breach, including all  
2 costs of the County incurred relation to any litigation or other action described in this  
3 Section 2.9.

4 R. The Contractor agrees to reasonably cooperate with the County in any litigation or other  
5 actions to protect the County's rights relating to Personal Information, including the rights of  
6 persons from whom the County receives Personal Information to the extent such matter arises  
7 from Contractor's performance under this Agreement.

8 S. The Contractor shall have and maintain a written information security policy that  
9 specifies Security Safeguards appropriate to the size and complexity of the Contractor's  
10 operations and the nature and scope of its activities.

11 T. The Contractor shall ensure that all of its employees, subcontractors, representatives,  
12 agents, outsourcers, consultants, and providers of professional services to  
13 Contractor (who have access to Personal Information and are bound by law or in writing  
14 by confidentiality obligations to protect Personal Information in accordance with the  
15 terms of this Section 2.9, herein) who use Personal Information agree to the same  
16 restrictions and conditions in this Section 2.9 that apply to the Contractor with respect to  
17 such Personal Information by incorporating the relevant provisions of these provisions  
18 into a valid and binding written agreement between the Contractor and such persons or  
19 entities, or amending any written agreements to provide same.

20 U. Upon the termination of this Agreement, the Contractor shall promptly return to the  
21 County all Personal Information in Contractor's possession or control, whether in written,  
22 electronic or other form or media in a mutually agreed commercially reasonable format or upon  
23 the express prior written consent of the Jail Programs and Services Bureau Captain, securely  
24 destroy all such Personal Information, and certify in writing to the County that such  
25 Personal Information has been returned to the County or disposed of securely, as  
26 applicable. If the Contractor disposes of any such Personal Information, as provided  
27  
28

1 herein, such certification shall state the date or date range, manner, and applicable standard of  
2 disposal and by whom, specifying the title of the individual. The Contractor shall comply with all  
3 reasonable directions provided by the Jail Programs and Services Bureau Captain with respect  
4 to the return or disposal of Personal Information, provided such directions are lawful, technically  
5 feasible, and commercially reasonable. If the return or disposal of such Personal Information or  
6 copies thereof is not feasible, the Contractor shall notify the County according, specifying the  
7 reason, and continue to extend the protections of this Section 2.9 to all such Personal  
8 Information and copies thereof. Notwithstanding the foregoing, Contractor may retain copies of  
9 Personal Information to the extent required by applicable law, rule, regulation, court order, or  
10 County audit requirement. The Contractor's obligations under this Section 2.9 survive the  
11 termination of this Agreement and apply to all Personal Information that the Contractor retains if  
12 return or disposal is not feasible  
13 and to all Personal Information that the Contractor may later discover.

14  
15 V. The Contractor acknowledges that a material breach of its covenants or obligations set  
16 forth in this Section 2.9 that results in unauthorized use or disclosure of Personal Information  
17 may cause the County irreparable harm for which monetary damages may not be adequate  
18 compensation. In such event, and subject to applicable law and the County's burden to  
19 establish entitlement to such relief, of such breach or threatened breach, the County may seek  
20 equitable relief, including restraining order, injunctive relief, specific performance and any other  
21 relief that may be available from any court, in addition to any other remedy to which the County  
22 may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall  
23 be in addition to all other remedies available to the County at law or in equity or under this  
24 Agreement.

25  
26 W. Section 2.9 is not intended, nor does it attempt to modify or prevent any disclosures that  
27 are compelled by law or valid court order. In any case in which the Contractor believes it  
28 is required to disclose Personal Information to government regulatory authorities, or

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

13 X. All services performed by the Contractor under this Agreement shall be in strict  
14 conformance with all applicable Federal, State of California and/or local laws and  
15 regulations relating to confidentiality.  
16

### 17 **Article 3**

#### 18 **Compensation, Invoices, and Payments**

19 3.1 There will be no compensation paid to Contractor by the County. There will be no  
20 revenue share to County on Trust/Commissary or Canned messaging transactions. Contractor's  
21 sole consideration for performing under this Agreement shall be the fees collected pursuant to  
22 Section 3.3, herein, which are agreed by both parties to be adequate consideration for  
23 Contractor's performance under this Agreement. It is understood that all expenses incidental to  
24 Contractor's performance of services under this Agreement shall be borne by Contractor.

25 3.2 The Contractor acknowledges that the County is a local government entity, and does  
26 so with notice that the County's powers are limited by the California Constitution and by State  
27 law, and with notice that the Contractor may receive compensation under this Agreement only  
28 for services performed according to the terms of this Agreement and while this Agreement is in  
effect, and subject to the maximum amount payable under this section. The Contractor further

acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

**3.3 Pricing.** The Contractor agrees to maintain the fee schedule for deposits or withdrawals set forth in Exhibit B. Fee schedule shall not be changed and/or adjusted without prior written approval by County, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Contractor may reduce or eliminate fees, charges, disclosures, or related terms upon written notice to the County to the extent reasonably necessary to comply with applicable law, rule regulation, court order, or other third-party pass-through costs or fees not within Contractor's reasonable control. In such event, Contractor may implement the required changes upon written notice to County as necessary to comply with applicable law, rule, regulation, court order, governmental authority requirement, or third-party pass-through cost or fee. The Parties shall thereafter work in good faith to amend this Agreement to reflect such changes, and Contractor's compliance shall not be contingent upon prior execution of an amendment. The Fee schedule is contained in Exhibit B, attached and incorporated by this reference.

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

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

## **Article 4**

### **Term of Agreement**

**4.1 Term.** This Agreement is retroactively effective on May 1, 2026, ("Effective Date") and terminates three years from the Effective Date, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

**4.2 Extension.** The term of this Agreement shall automatically be extended for two (2) additional one-year periods, upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by either of the Parties no later than 30 days prior to the

1 termination date, and shall terminate on April 30, 2031. The Sheriff or his or her designee is  
2 authorized to sign the written termination notice on behalf of the County if Sheriff's Office  
3 decides on the non-renewal of the automatic extensions.

## 4 **Article 5**

### 5 **Notices**

6 **5.1 Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Attention: Business Manager  
10 County of Fresno – Sheriff's Business Office  
2200 Fresno Street  
Fresno, CA 93721  
11 Sheriff.payables@fresnosheriff.org  
Fax: (559) 600-8318

12 **For the Contractor:**

13 Sr. Manager, Contracts Administration  
Alexandra Booker  
14 3120 Fairview Park Drive, Suite 300  
Falls Church, VA 22042  
15 Alexandra.Booker@viapath.com

16 **5.2 Change of Contact Information.** Either party may change the information in section  
17 5.1 by giving notice as provided in section 5.3.

18 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided  
19 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
20 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
22 Document Format (PDF) document attached to an email.

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

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

27 (C) A notice delivered by an overnight commercial courier service is effective one  
28 County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to  
2 the recipient.

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

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
9 nothing in this Agreement establishes, waives, or modifies any claims presentation  
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
11 of Title 1 of the Government Code, beginning with section 810).

## 12 **Article 6**

### 13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
16 are not allocated, then the County, upon at least 30 days' advance written notice to the  
17 Contractor, may:

18 (A) Modify the services provided by the Contractor under this Agreement only with  
19 Contractor's prior written agreement; or

20 (B) Terminate this Agreement.

### 21 **6.2 Termination for Breach.**

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

26 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
27 time stated in the written notice, the County may terminate this Agreement immediately.  
28

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

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

**6.3 Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 90 days advance written notice to the Contractor.

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

**6.5 County's Rights upon Termination.** Upon termination for Contractor's uncured material breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed by the County to the Contractor under this Agreement that are finally determined, or not reasonably disputed by Contractor, to have been expended in material noncompliance with this Agreement. Any repayment demand must be in writing and include reasonable supporting documentation. Contractor shall have thirty (30) days after receipt of the demand to review and dispute the demand in good faith.

**6.6** The Contractor shall refund any undisputed amounts within thirty (30) days after resolution of the demand. This section survives the termination of this Agreement.

## **Article 7**

### **Independent Contractor**

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

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

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

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

## Article 8

## Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all third party claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities (collectively, "Claims") that arise from or relate to Contractor's (or any of its officers, agents, subcontractors, or employees) negligence or willful misconduct in performing its obligations under this Agreement, except to the extent such Claim(s) arise from County's (including its officers, agents, employees, and volunteers) negligence or willful misconduct. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

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

## Article 9

## Insurance

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



1 **Article 10**

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

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

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

15 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
16 disclosure of this Agreement or any record or data that the Contractor may provide to the  
17 County to the extent required by applicable law. Nothing in this section requires or authorizes  
18 disclosure of records, data, or information that are exempt from disclosure or protected from  
19 disclosure under applicable law, including trade secrets, confidential or proprietary business  
20 information. The Contractor may designate records or portions of records as trade secret,  
21 confidential, proprietary, security-sensitive, or exempt from disclosure, and the County shall  
22 consider such designation in good faith when evaluating any public records request. Where  
23 legally permitted, the County shall provide Contractor prompt written notice of any request  
24 seeking records provided by Contractor that Contractor has designated as confidential,  
25 proprietary, security-sensitive, or exempt from disclosure, and shall provide Contractor a  
26 reasonable opportunity, not less than ten (10) days, to object to disclosure or seek protective  
27 relief before disclosure. The County's public disclosure of this Agreement or any record or data  
28 that the Contractor may provide to the County may include but is not limited to the following:

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, except to the extent exempt from  
7 disclosure or protected from disclosure under applicable law.

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 except to the extent exempt from disclosure or protected from disclosure under  
12 applicable law.

13 (D) This Agreement, and any record or data that the Contractor may provide to the  
14 County, is subject to public disclosure as a public record under the California Public  
15 Records Act (California Government Code, Title 1, Division 10, beginning with section  
16 7920.000) ("CPRA"), except to the extent exempt from disclosure or protected from  
17 disclosure under applicable law. This Agreement, and any record or data that the  
18 Contractor may provide to the County, is subject to public disclosure as information  
19 concerning the conduct of the people's business of the State of California under  
20 California Constitution, Article 1, section 3, subdivision (b), except to the extent exempt  
21 from disclosure or protected from disclosure under applicable law.

22 (E) Any marking of confidentiality or restricted access upon or otherwise made with  
23 respect to any record or data that the Contractor may provide to the County shall not, by  
24 itself, determine whether the record is exempt from disclosure, but shall be considered  
25 by the County in good faith when evaluating whether the record or data is exempt from  
26 disclosure or should be withheld, redacted, or protected under applicable law.

27 10.4 **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to  
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
3 County, for purposes of public disclosure, the requested records that may be in the possession  
4 or control of the Contractor. Within ten (10) business days after Contractor's receipt of the  
5 County's written demand, or such longer period as is reasonably necessary based on the  
6 scope, complexity, and availability of the requested records, the Contractor shall (a) deliver to  
7 the County all of the requested non-privileged records that are in the Contractor's possession or  
8 control, together with a written statement that the Contractor, after conducting a diligent search,  
9 has produced all requested records that are in the Contractor's possession or control, (b)  
10 provide to the County a written statement that the Contractor, after conducting a diligent search,  
11 does not possess or control any of the requested records, or (c) identify records or categories of  
12 records that Contractor believes are exempt from disclosure or protected from production under  
13 the CPRA or other applicable law. The Contractor shall reasonably cooperate with the County  
14 with respect to any County demand for such records. If the Contractor wishes to assert that any  
15 specific record or data is exempt from disclosure under the CPRA or other applicable law, it  
16 must deliver the record or data to the County and assert the exemption by citation to specific  
17 legal authority within the written statement that it provides to the County under this section. The  
18 Contractor's assertion of any exemption from disclosure is not binding on the County, but the  
19 County will give at least 10 days' advance written notice to the Contractor before disclosing any  
20 record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall  
21 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA  
22 that results from the Contractor's failure to produce non-exempt records within Contractor's  
23 possession or control after receiving a written request from the County.

## 24 **Article 11**

### 25 **Disclosure of Self-Dealing Transactions**

26 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation  
27 or changes its status to operate as a corporation.  
28

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

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

## Article 12

## General Terms

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

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

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

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

**12.5 Consistent Federal Income Tax Position.** Contractor acknowledges that the Jail Facilities have been acquired or improved (and is situated on land that has been acquired) using net proceeds of governmental tax-exempt bonds (“Bond-Financed Facility”). Contractor agrees that, with respect to this Agreement and the Bond-Financed Facility, Contractor is not entitled to take, and shall not take, any position (also known as a “tax position”) with the Internal Revenue Service that is inconsistent with being a “service provider” to the County, as a “qualified user” with respect to the Bond-Financed Facility, as “managed property,” as all of

those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13, as applicable, and to that end, for example, and not as a limitation, Contractor agrees that Contractor shall not, in connection with any federal income tax return that they file with the Internal Revenue Service or any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

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

12.7 **Days.** Unless otherwise specified, "days" means calendar days.

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

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

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

12.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation

of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

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

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

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

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

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

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

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

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement

1 for all purposes, including but not limited to evidentiary proof in any administrative or  
2 judicial proceeding, and (2) has the same force and effect as the valid original  
3 handwritten signature of that person.

4 (C) The provisions of this section satisfy the requirements of Civil Code section  
5 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
6 Part 2, Title 2.5, beginning with section 1633.1).

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

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

14 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
15 original, and all of which together constitute this Agreement.

16 [SIGNATURE PAGE FOLLOWS]  
17  
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26  
27  
28

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

2 TouchPay Holdings, LLC

COUNTY OF FRESNO

3  
4 *Matthew Caesar*

5 Matt Caesar, Chief Performance Officer  
Executive Vice President

6 3120 Fairview Park Drive, Suite 300, Falls  
7 Church, VA 2242

*Garry Bredefeld*

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

**Attest:**

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

9  
10 By: *Hanamo*  
Deputy

11 For accounting use only:

12 Org No.: No Org#  
Account No.: 2450  
13 Fund No.: 2250  
Subclass No.: 33410  
14  
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28



## Exhibit A

### Scope of Services

Contractor's system must at all times meet all Americans Disability Act (ADA) requirements.

1. Installation and Maintenance of Kiosk Equipment:

Contractor shall be required to install and maintain seven (7) kiosks and one (1) ATM in the following locations at no cost to the County:

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| Main Jail Kiosk Pre-Booking Area (2) | 1225 "M" Street, Fresno, CA 93721    |
| Main Jail Kiosk Lobby (2)            | 1225 "M" Street, Fresno, CA 93721    |
| Main Jail Lobby ATM (1)              | 1225 "M" Street, Fresno, CA 93721    |
| West Annex Jail Kiosk Lobby (2)      | 2208 Merced Street, Fresno, CA 93721 |
| North Annex Jail Kiosk Lobby (1)     | 1265 "M" Street, Fresno, CA 93721    |

- a. Additional locations may be required, located on the same County footprint/square block as the Main and North Jails (at any other future needed locations).
- b. The Main Jail pre-booking kiosks (two of them) shall be able to accept money and change for the purpose of putting the funds into an incarcerated person's account. These kiosks do not dispense money. These kiosks shall be able to accept the debit cards that are issued by our facility and/or other facilities of the same vendor.
- c. The County may also request a 90-day "test" period in which to evaluate the appropriateness of any kiosk installation location, and Contractor will provide the ability to re-locate or move as necessary, or if other alternative locations may be applicable to relieve congestion in the jail lobby and booking areas.
- d. Contractor shall be responsible for the installation and all ongoing maintenance of all incarcerated person kiosk system hardware and software at no cost to the County. All repairs and issues arising after hours and on weekends shall be reported through Contractor's after-hour repair service.
- e. Contractor shall provide 24-hour service and repair upon request to address critical malfunctions. A "critical malfunction" is defined as any malfunction (hardware or software) which does not allow for the acceptance of funds at Booking or the release of full funds in the Main Jail Lobby. Contractor shall respond to critical malfunctions as follows:
  - i. Provide a 24-hour number for reporting malfunctions.
  - ii. During normal business hours (M-F 8am-5pm), respond within 45 minutes on site.
  - iii. Outside of normal business hours, respond within 15 minutes by phone from the time the 24-hour number is notified of the malfunction and within 1 hour on site.
- f. Contractor shall provide a preventative maintenance plan to ensure that all kiosks are fully operational at all times. Contractor's technicians shall respond to all requests for "non-critical malfunction" service regarding kiosks, including all hardware and software, and promptly make appropriate repairs at no cost to the

## Exhibit A

County, within five (5) days. A “non-critical” malfunction is defined as follows: A malfunction of equipment which in and of itself does not render inoperative a kiosk from performing its essential functions (i.e. Dispensing or receiving funds).

- g. At its own expense, Contractor agrees to provide any additional equipment, including, without limitation, cabling, wiring, and conduit as required for the installation of additional kiosks as needed in all occupied detention facilities, and include any future facilities. County will provide internal power and data support stub-out within reasonable reach of equipment.
  - h. Contractor’s technicians must complete and satisfy the security background clearance requirements as determined by the County in advance of beginning any work. This clearance may take up to eight weeks depending on the Department of Justice (fingerprints).
  - i. Contractor shall designate one or more authorized representatives who shall be the County’s point of contact. This person(s) shall have full authority to bind Contractor with respect to all issues.
  - j. Contractor shall bear all risk of loss or damage to the hardware.
  - k. Contractor shall guarantee that sufficient funding is available for immediate release to incarcerated people being released from custody and for other types of money releases (bail, to relative, etc.), on a 24/7/365-day basis.
  - l. Contractor shall provide a seamless money transfer between the Jail Management System (Offendertrak at this time, ATIMS tentatively 10/1/2026) and the debit card upon an incarcerated person’s release from custody. The release of funds from the Jail Management System shall automatically show the release of funds from an incarcerated person’s trust account within the Jail Management System without the need of manual transfer.
  - m. Contractor will be responsible for ensuring its debit card subcontractor meets all insurance and other requirements specified in this Agreement and will serve as the liaison between the County and the subcontractor when necessary.
  - n. The Main Jail Lobby ATM shall dispense change for the purpose of reconciling the incarcerated person’s debit card with no service fees. This Main Jail Lobby ATM may also be utilized by the public as an ATM machine that assesses service fees. The machine in pre-booking does not dispense money.
2. Kiosk Specifications:
- a. Rugged design able to withstand harsh and destructive environments and must have a means of providing an emergency power back-up source with capacity of running for up to four (4) hours.
  - b. The kiosk shall accept cash in denominations of \$100, \$50, \$20, \$10, \$5 and \$1 for the purpose of depositing funds into an incarcerated person’s account and for the purpose of bail.
  - c. Kiosks shall identify and reject any counterfeit money. Contractor will assume all liability for any counterfeit money accepted.
  - d. The Kiosk should accept all major credit cards and debit cards (Visa, MasterCard, American Express, Discover, and any recognized bank credit and debit cards).

## Exhibit A

- e. Release of funds. There shall be no cost to the incarcerated person when money is returned to them upon their release from custody, or when an incarcerated person elects to release funds to a person not in custody for the first transaction. Any additional release of funds to people not in custody may incur a service fee. Lower service fees are preferred.
- f. Have a search system or capability that is able to find the in-custody status of incarcerated people by identifying incarcerated person Jail Identification number with automated, self-service options. System shall perform updates to incarcerated people's account balances as transactions are processed and shall have a documented automated back-put process in the event an error is made on a transaction.
- g. Available in multiple languages. System must be available in English and Spanish at a minimum. The ability to provide additional languages is desirable. It must also include any applicable ADA functionality.
- h. Contractor must provide an integrated, real-time payment system for every transaction.
- i. Real time remote access. System software shall allow for remote viewing via the internet of all transactions and accounting activity for designated County administrators and their designees. Real-time remote access shall be available to a minimum of six individuals at the same time. The ability to provide up to twelve individuals at the same time is preferred.
- j. Guaranteed payments on all deposits. Contractor shall be responsible for all deposits made into the system and shall accept full responsibility for any fraud or counterfeit currency. The system shall have the ability for fraud detection and fraud reports will be submitted to the County.
  - a. **Collection and Recovery Process**. In the event of fraudulent transactions, this section outlines the roles and responsibilities related to collection and recovery. All actions taken by Contractor in regard to the Collection and Recovery Process shall be in compliance with all laws and regulations.
  - b. Contractor shall be responsible for all fees and charges associated with fraudulent transactions, chargebacks, and/or bank disputes ("Fees"). In the event Contractor receives a chargeback or similar notice from a financial institution, Contractor may notify County, suspend, or block the applicable account, and recover any existing funds in the account up to the amount of the chargeback. At Contractor's discretion, Contractor may condition acceptance of future deposits into the account upon the depositor's acknowledgment that such funds shall first be applied to satisfy any delinquent balance(s). Contractor may pursue all available remedies to recover amounts associated with fraudulent funds directly from the depositor.
  - c. County agrees to reasonably cooperate with Contractor's collection, recovery, and fraud mitigation efforts, including, without limitation, providing relevant account information and balances and, where appropriate, assisting in the investigation and prosecution of fraudulent activity. Contractor further reserves the right, on an account-by-account basis and in its sole discretion,

## Exhibit A

to implement controls to mitigate recurring or suspected fraudulent activity, including limiting deposits, establishing transaction limits, or restricting payment methods and/or cards. If in the event a chargeback is deemed non-reversible and uncollectable, exclusive of Fees, County agrees to reasonably cooperate with Contractor to recover the disputed funds.

- k. Depositor's photo. System shall have the ability to take a photo (JPEG) of the depositor and attach it with each standard transaction record.
- l. A minimum of two (2) traceable receipts for all transactions shall be provided and shall include the date, time, incarcerated person's name, Jail identification number, and money amount, at a minimum, on the receipt.

### 3. Incarcerated Person Releases/Funds:

- a. Funds returned to an individual upon their release shall be immediately available to them. If a debit card is used, the individual shall be able to immediately convert this card to cash at the Main Jail Lobby ATM, retail establishment without fees. If money is withdrawn from the Main Jail Lobby ATM, it should include \$20 and \$5 dollar amounts. The full amount of the card will be available to the person being released from jail.
- b. Individuals shall be able to convert this card to cash with no cost of fees. There will be no cost to the County for the issuance of these cards.
- c. Service fees may only be assessed if the incarcerated person being released from the facility takes the debit card instead of cashing out the debit card in the lobby at the ATM/kiosk.
  - i. If an incarcerated person is being released with funds over \$300, they may fill out a form to have a check mailed to them for the entire amount OR
  - ii. They may elect to take the \$300 from the ATM/kiosk and incur service fees for future withdrawals only after 30 days following the initial withdrawal.
- d. Upon release, the debit card will not incur account maintenance fees (no vendor fees) until 30 days after activation.
- e. There shall be no fees assessed for any credit or debit retail transactions (i.e. Grocery, retail stores).

### 4. Additional System Specifications:

- a. Deposit options. Contractor shall provide several options to individuals wishing to place money on an incarcerated person's account. At a minimum they should be able to use the lobby kiosks, deposit via the internet utilizing a web-based portal, or over the telephone using Interactive Voice Recognition (IVR).
- b. Initial Booking deposit. There shall be no cost to the incarcerated person when money is initially deposited to their account at the time of booking.
- c. Contractor shall be responsible for all interface costs with the new JMS system, ATIMS, which will tentatively be active 10/1/2026. The cost per interface is \$15,500.
  - i. Interface fees may be assessed with additional platforms, such as phone systems, commissary systems, etc. as the County moves towards an integrated electronic system (PC web based and/or Android based systems).

## Exhibit A

- d. Contractor shall bear all risk or damage to kiosks, except to the extent such loss or damage is caused by the County or County personnel, and Contractor is responsible for managing any fraud or counterfeit currency accepted into the system.
- e. The County shall not have any commitment to transaction volumes. Incarcerated Person population, bookings, releases and monetary transactions may change based on a number of variables.
- f. Contractor shall provide any training needed at no charge to the County, and information flyers or posters to the public, to outside agencies for initial training upon installation and start-up, and additional instruction on an as-needed basis thereafter.
- g. Contractor shall provide customer service escalation and resolution procedures. The County must be assured in writing of the service escalation path and resolution procedures used by Contractor. The public expects a high level of service so long wait times, inconsistent services, and slow processing could result in a lack of confidence in the County. Customers utilizing telephonic deposit methods shall be advised of the expected length of wait time, if any, which should be no more than five (5) minutes. Upon request, Contractor shall be able to supply a report documenting service waiting times. Customers utilizing internet deposit services shall be provided with printable, electronic verification receipts.
- h. Contractor shall be responsible for all cash collection and bank transactions associated with the kiosks.
- i. Contractor shall provide a method of creating reports by incarcerated person or multiple incarcerated people for the purpose of investigation(s) by the County and full audit capabilities.
- j. Contractor shall maintain complete and accurate records with respect to the services rendered and the cost incurred. All records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified and shall be kept readily accessible.
- k. Leave-Behind Solution: Contractor shall make the records available to the County and maintain these records for a period of seven (7) years from Agreement termination or expiration. Contractor may provide an alternate solution whereby they provide an electronic copy of the records to be given to the County upon the end/termination of this Agreement.
- l. Contractor shall comply with all California Public Records Act, California Government Code Section 7920.000, and provide support for County to comply with California Government Code Sections 26640, 26642, 26644, and 26646.
- m. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**MISCELLANEOUS:** When an incarcerated person is transferred to another facility that does not accept a card-based money system; Contractor shall provide the option of check to the incarcerated person as an alternate method of payment.

## Exhibit B

### Fees

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

#### Booking/Intake:

| Booking/Intake Deposits | Transaction fee |
|-------------------------|-----------------|
| Any Amount              | No Cost         |

#### Release of funds to a third party:

| Release of funds to a third party | Transaction Fee                                                                                                               |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1 <sup>st</sup> Transaction       | No Cost                                                                                                                       |
| After 1 <sup>st</sup> Transaction | \$2.95 Additional ATM surcharge fee may apply.<br>Avoid surcharge at MoneyPass ATMs. Inactive<br>Fee of \$6.95 after 30 days. |

#### Incarcerated person release from custody:

| Incarcerated person release/transfer | Transaction Fee |
|--------------------------------------|-----------------|
| Any Amount                           | No Cost         |

#### Trust/Commissary Deposits:

Cash Deposits:

| Deposit Amount           | Lobby Kiosk | Telephone (IVR) | Online/Internet |
|--------------------------|-------------|-----------------|-----------------|
| \$0.00 - \$20.00         | \$2.95      | N/A             | N/A             |
| \$20.01 - \$100.00       | \$4.45      | N/A             | N/A             |
| \$100.01 - \$300.00      | \$5.95      | N/A             | N/A             |
| Additional/Optional Fees | N/A         | N/A             | N/A             |
|                          |             |                 |                 |

## Exhibit B

### Credit/Debit Deposits:

| Deposit Amount            | Lobby Kiosk                        | Telephone (IVR)                    | Online/Internet                    |
|---------------------------|------------------------------------|------------------------------------|------------------------------------|
| \$0.00 - \$20.00          | \$2.95 + 3.5% of<br>Deposit Amount | \$2.95 + 3.5% of<br>Deposit Amount | \$2.95 + 3.5% of<br>Deposit Amount |
| \$20.01 - \$100.00        | \$4.45 + 3.5% of<br>Deposit Amount | \$4.45 + 3.5% of<br>Deposit Amount | \$4.45 + 3.5% of<br>Deposit Amount |
| \$100.01 - \$300.00       | \$5.95 + 3.5% of<br>Deposit Amount | \$5.95 + 3.5% of<br>Deposit Amount | \$5.95 + 3.5% of<br>Deposit Amount |
| Additional /Optional Fees | N/A                                | N/A                                | N/A                                |
|                           |                                    |                                    |                                    |

### Other Deposits (Contractor Phone Payments):

| Deposit Amount           | Lobby Kiosk | Telephone (IVR)                    | Online/Internet                    |
|--------------------------|-------------|------------------------------------|------------------------------------|
| \$0.00 - \$20.00         | \$3.00      | \$3.00 + 3.5% of<br>Deposit Amount | \$3.00 + 3.5% of<br>Deposit Amount |
| \$20.01 - \$100.00       | \$5.00      | \$5.00 + 3.5% of<br>Deposit Amount | \$5.00 + 3.5% of<br>Deposit Amount |
| \$100.01 - \$300.00      | \$6.00      | \$6.00 + 3.5% of<br>Deposit Amount | \$6.00 + 3.5% of<br>Deposit Amount |
| Additional/Optional Fees | N/A         | N/A                                | N/A                                |
|                          |             |                                    |                                    |

## **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

|                                                                                                                          |  |              |  |
|--------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| <b>(1) Company Board Member Information:</b>                                                                             |  |              |  |
| <b>Name:</b>                                                                                                             |  | <b>Date:</b> |  |
| <b>Job Title:</b>                                                                                                        |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>                                                                              |  |              |  |
|                                                                                                                          |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>                    |  |              |  |
|                                                                                                                          |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b> |  |              |  |
|                                                                                                                          |  |              |  |
| <b>(5) Authorized Signature</b>                                                                                          |  |              |  |
| <b>Signature:</b>                                                                                                        |  | <b>Date:</b> |  |

# Exhibit D

## Insurance Requirements

### 1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology (Errors and Omissions).** Technology (errors and omissions) insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims arising from an error or omission in the Contractor's performance of technology services.
- (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 the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include (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 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

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under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](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) 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 technology (errors and omissions) insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

## Exhibit D

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

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