

AUDIT SERVICES AGREEMENT

This Audit Services Agreement (“Agreement”) is dated June 18, 2024 and is between CliftonLarsonAllen, LLP, a California limited liability partnership (“Contractor”) and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County published its Request for Proposal No. 24-050 for External Audit Services, dated March 21, 2024, and Addendum Number 1 to that request, dated April 2, 2024, (together, the “RFP”), in order to seek the independent and professional external audit services of a qualified certified public accounting firm for the County’s Fiscal Years 2023-24 through 2025-26.

B. The Contractor submitted its “Proposal for External Audit Services,” dated April 15, in response to the RFP (“Contractor’s Proposal”).

C. The parties desire that the Contractor shall provide independent audit services to the County for each Fiscal Year Covered by this Agreement (as that term is defined in section 7.3).

D. The Contractor’s Proposal represents to the County that:

1. The Contractor is highly qualified to provide the most efficient and responsive independent professional audit services to the County;
2. The Contractor has extensive experience in serving public sector clients;
3. The Contractor proposes a very qualified auditing team which has worked on other large audits;
4. Each of the Contractor’s partners, senior managers and other supervisory professionals, whom the Contractor has selected to provide services for the County, specializes in the government industry; and
5. The contractor meets the independence standards contained in *Government Auditing Standards*, issued by the United States General Accounting Office (“the Yellow Book”), and is independent of the County and all of the other agencies listed in section 2.1 of this Agreement.

1 E. The parties desire to enter into an agreement for the provision of independent,
2 professional audit services by a qualified certified public accounting firm as requested by the
3 County and proposed by the Contractor.

4 The parties therefore agree as follows:

5 **Article 1**

6 **Contractor’s Warranties, Representations, Covenants, and Assurances**

7 1.1 The Contractor warrants, represents, and covenants to the County that:

8 (A) The Contractor is highly qualified to provide the most efficient and responsive
9 independent, professional audit services to the County;

10 (B) The Contractor is familiar with and has a comprehensive understanding of the
11 County’s operations, accounting systems, and policies;

12 (C) The Contractor has extensive experience in serving public sector clients;

13 (D) The Contractor proposes and will assign a very qualified audit team which has
14 worked on other large audits;

15 (E) Each of the Contractor’s partners, senior managers, managers, and other
16 supervisory professionals, whom the Contractor has selected to provide services for the
17 County, specializes in the government industry; and

18 (F) The Contractor meets the independence standards contained in the Yellow Book,
19 and is independent of the County and all of the County’s independent component units.

20 1.2 **Contractor’s Professional Team.** The Contractor will use its best efforts to assign
21 the professionals identified in this section 1.2 (“Contractor’s Professional Team”) to perform
22 services under this Agreement. Contractor’s Professional Team is composed of the following
23 persons:

Name	Professional Staff Level
Richard Gonzalez, CPA	Engagement Principal
Brianne Wiese, CPA	Technical Resource Principal
Anita Supinski, CPA	Quality Assurance Principal
Robert Perl, CPA	Engagement Manager

1 Joseph Hudson Engagement Senior

2 Richard Hegner Engagement Senior

3
4 1.3 **Acknowledgment of Unrelated Services.** The parties acknowledge that the
5 Contractor, as an independent contractor, intends to use members of Contractor's Professional
6 Team during the term of this Agreement to provide services to others unrelated to the County or
7 to this Agreement, but the Contractor agrees that it will not enter into any other agreements or
8 engagements for other clients that would materially impair the Contractor's ability to have
9 members of Contractor's Professional Team available to perform services under this
10 Agreement.

11 1.4 **Replacements on Contractor's Professional Team.** If the Contractor appoints a
12 replacement for any of Contractor's Professional Team members with another one of the
13 Contractor's professionals, the Contractor shall promptly notify the County of that change in
14 writing, and provide the replacement professional at no additional cost to the County. The
15 replacement professional must possess a similar level of governmental auditing experience and
16 expertise required to allow the Contractor to fully and properly carry out its obligations under this
17 Agreement, and the replacement professional must be one who is, in the normal course of the
18 Contractor's business, classified by the Contractor at the same or a higher professional staff
19 level as the professional replaced. The County Administrative Officer reserves the right to
20 approve or reject any of the Contractor's replacement professionals. The County Administrative
21 Officer shall promptly notify the Contractor of the approval or rejection of a replacement
22 professional following the County's receipt of notice of the replacement professional's
23 appointment by the Contractor.

24 **Article 2**

25 **Obligations of the Contractor**

26 2.1 **Audit Services.** For each Fiscal Year Covered by this Agreement (as that term is
27 defined in section 7.3), the Contractor shall provide the following audit services:
28

1 (A) The Contractor shall perform an audit of the California Emergency Management
2 Agency (“CalEMA”), Office of Criminal Justice Planning (“OCJP”), and Fresno County
3 Transportation Authority (“Measure C”) grants.

4 (B) The Contractor shall prepare a financial assurance letter for the Coalinga,
5 Southeast Regional, and Blue Hills Disposal Sites for the California Environmental
6 Protection Agency to satisfy the requirements of California Code of Regulations, Title 27,
7 Division 2, Subdivision 1, Chapter 6, section 22249.

8 (C) The Contractor shall perform a financial review of the County’s GANN
9 appropriations limit as required by Proposition 111.

10 (D) The Contractor shall perform an audit of the Fresno County In-Home Supportive
11 Services Public Authority.

12 (E) The Contractor shall perform an audit of the Fresno County Zoo Authority.

13 (F) The Contractor shall perform an audit of the Fresno County Tobacco Funding
14 Corporation.

15 (G) The Contractor shall perform an audit of the Fresno County Service Areas,
16 Waterworks Districts, Maintenance Districts, Highway Lighting Districts, and Solid Waste
17 Commissions.

18 (H) The Contractor shall issue a report for the purpose of meeting the audit
19 requirements of the Fresno County Community Corrections Partnership Executive
20 Committee established by Assembly Bill 118 for Fund 0271, Subclass 13022,
21 Organization 3436, Local Community Corrections Account.

22 2.2 The purpose of the audit of the financial statements of the County and the other
23 agencies listed above is to enable the Contractor to issue the written independent auditor’s
24 reports listed in section 3.2.

25 2.3 For each Fiscal Year Covered by this Agreement, the Contractor shall meet
26 separately with the County’s Audit Coordinator (as that term is defined in section 6.1 of this
27 Agreement) during the year-end fieldwork and bi-weekly thereafter as deemed necessary by the
28 County’s Audit Coordinator, to discuss the audit progress. A written status report on audit

1 progress and instances of failure by either party to comply with the terms of the Agreement shall
2 be provided by the Contractor and discussed during these meetings. That report to the County
3 is not, in and of itself, notice to the County that the County is in breach of this Agreement. Also,
4 at those meetings, the County's Audit Coordinator shall present any deviations that Contractor
5 has made from the work schedule requirements. Any revision to the scheduled requirements
6 must be agreed upon in writing by both the County's Audit Coordinator and the Contractor.

7 2.4 The Contractor shall submit by mail the confirmations prepared and delivered by the
8 Auditor-Controller/Treasurer-Tax Collector under section 6.2 of this Agreement.

9 2.5 The Contractor shall comply with all of the provisions of Exhibit E, "Data Security."

10 **Article 3**

11 **Performance of Work**

12 3.1 **Method of Auditing.** The Contractor's shall perform audit services under this
13 Agreement in accordance with auditing standards generally accepted in the United States of
14 America and *Government Auditing Standards*, issued by the Comptroller General of the United
15 States;; the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States,*
16 *Local Governments, and Non-Profit Organizations* and the related compliance supplement
17 ("OMB Circular A-133"), and any other applicable laws, regulations, and professional standards.

18 3.2 **Issuance of Reports.** For each Fiscal Year Covered by this Agreement, following
19 the Contractor's completion of the audit of the fiscal year's financial statements, the Contractor
20 shall issue to the County's Audit Committee the following written reports in accordance with
21 applicable laws, regulations, and professional standards:

22 (A) The Contractor shall issue written independent auditor's reports regarding the
23 CalEMA, OCJP, and Measure C grants in order to meet the audit requirements of those
24 grants.

25 (B) The Contractor shall issue a financial assurance letter on the Coalinga,
26 Southeast Regional, and Blue Hills Disposal Sites for the California Environmental
27 Protection Agency to satisfy the requirements of California Code of Regulations, Title 27,
28 Division 2, Subdivision 1, Chapter 6, section 22249.

1 (C) The Contractor shall issue a written report on the financial review of the County's
2 annual calculation of its GANN appropriations limit as required by Proposition 111.

3 (D) The Contractor shall issue a written independent auditor's report on the Fresno
4 County In-Home Supportive Service Public Authority.

5 (E) The Contractor shall issue a written independent auditor's report for the Fresno
6 County Zoo Authority.

7 (F) The Contractor shall issue a written independent auditor's report for the Fresno
8 County Tobacco Funding Corporation.

9 (G) The Contractor shall issue written independent auditor's reports for the Fresno
10 County Service Areas, Waterworks Districts, Maintenance Districts, Highway Lighting
11 Districts, and Solid Waste Commissions as listed in Exhibit C.

12 (H) The Contractor shall issue written independent auditor's reports to satisfy the
13 audit requirements for the Fresno County Community Corrections Partnership Executive
14 Committee.

15 3.3 **Copies of Reports.** The Contractor shall provide to the County 20 copies of all
16 reports listed above, as well as copies for all filings with other government agencies.

17 3.4 **Irregularities and Illegal Acts.** CONTRACTOR shall promptly make a written report
18 to the COUNTY's Audit Committee (provided however, for any act involving a member of the
19 Audit Committee, to the Board of Supervisors) of all irregularities or illegal acts of which
20 CONTRACTOR becomes aware.

21 3.5 **Release of Information.** Any reports, information or other data prepared or
22 assembled by the Contractor under this agreement shall not be made available to any
23 individual, organization or entity by the Contractor without the express written consent of the
24 County.

25 3.6 **Reporting to the Audit Committee.** Pursuant to AICPA Statement on Auditing
26 Standards No. 114, "The Auditor's Communications With Those Charged With Governance,"
27 effective December 15, 2006, the Contractor shall ensure that the County's management
28

1 charged with governance, including the Audit Committee, is informed in writing of each of the
2 following applicable matters, as defined in such statement on auditing standards:

3 (A) The Contractor's responsibility to the County under generally accepted auditing
4 standards;

5 (B) Significant accounting practices, including accounting policies and estimates, and
6 financial statement disclosures;

7 (C) Management judgments and accounting estimates;

8 (D) Significant audit adjustments;

9 (E) Other information in documents containing audited financial statements;

10 (F) Disagreements with management;

11 (G) Management consultation with other accountants;

12 (H) Major issues discussed with management prior to retention; and

13 (I) Difficulties encountered in performing each audit performed under this
14 Agreement.

15 3.7 **Special Considerations.** All reports required to be prepared and provided under
16 this Agreement must be issued separately.

17 **Article 4**

18 **Dates and Timelines**

19 4.1 **Time of the Essence.** The Contractor acknowledges that time is of the essence in
20 the performance of its services under this Agreement.

21 4.2 **County Readiness.** The County will have financial system records ready for audit
22 and all management personnel available to meet with the Contractor's personnel as of August 1
23 of each Fiscal Year Covered by this Agreement, except that for the first Fiscal Year Covered by
24 this Agreement, the County will be ready within 30 days after the County executes this
25 Agreement.

26 4.3 **Completion Dates.** For each Fiscal Year Covered by this Agreement, the Contractor
27 shall complete the following tasks by the following dates for the relevant fiscal year. For
28 purposes of this schedule, "the relevant fiscal year" means the fiscal year under audit.

1 (A) **Interim Work.** The Contractor shall complete all interim work by July 31 after the
2 relevant fiscal year.

3 (B) **Detailed Audit Plan.** The Contractor shall provide the County, by August 9, after
4 the relevant fiscal year, both a detailed audit plan and list of schedules to be prepared by
5 the County.

6 (C) **Fieldwork.** The Contractor shall complete all fieldwork by October 31 after the
7 relevant fiscal year.

8 (D) **Management Letter and SAS 114 Audit Committee Communication.** The
9 Contractor shall complete and provide draft report copies of the County Management
10 Letter and SAS 114 Audit Committee Communication by November 22 after the relevant
11 fiscal year.

12 (E) **Draft Reports**

13 (1) The Contractor shall complete and provide draft report copies of CalEMA,
14 OCJP, and Measure C grant audits by February 15 after the relevant Fiscal Year, to
15 meet the March 15, filing deadline.

16 (2) The Contractor shall complete and provide draft report copies related to
17 Treasury Oversight by November 27, and the GANN appropriations limit as required
18 by Proposition 111 by September 13 after the relevant fiscal year.

19 (3) The external auditor shall complete and provide draft report copies of the
20 Coalinga and Southeast Regional, and Blue Hills Disposal Site Review by February
21 15, 2025, to meet the March 15, 2025, filing deadline.

22 (4) The Contractor shall complete and provide draft report copies related to the
23 In Home Support Services Public Authority audit by May 1 after the relevant fiscal
24 year.

25 (5) The Contractor shall complete and provide draft report copies related to the
26 Fresno County Zoo Authority audit by June 30 after the relevant fiscal year.
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1 (6) The Contractor shall complete and provide draft report copies related to the
2 Fresno County Tobacco Funding Corporation audit by February 15 after the relevant
3 fiscal year.

4 (7) The Contractor shall complete and provide draft report copies related to the
5 Fresno County Service Areas, Waterworks Districts, Maintenance Districts, Highway
6 Lighting Districts, and Solid Waste Commissions no later than June 30 of
7 subsequent Fiscal Year.

8 (8) The Contractor shall complete and provide draft report copies related to the
9 Fresno County Community Corrections Partnership by June 30 after the relevant
10 fiscal year.

11 4.4 **Revision of Completion Dates.** Notwithstanding anything else stated to the
12 contrary in this Article 4, the parties may mutually agree in writing to revise the date of
13 completion of any of the Contractor's work under this agreement, if they confirm that agreement
14 in writing. The County Administrative Officer may confirm such an agreement on behalf of the
15 County.

16 **Article 5**

17 **Access to Working Papers**

18 5.1 **County's Right to Access Working Papers.** Notwithstanding anything in Article 17
19 of this Agreement, the County has the right under this Agreement to authorize the County's
20 Designees to have the right, during the Contractor's normal office hours with reasonable,
21 advance notification given to the Contractor, to access all of the Contractor's working papers
22 and reports prepared under this Agreement, including the Contractor's Proprietary Information
23 contained in those papers and reports. The term "County's Designees" means any interested
24 Federal Agency (including the United States General Accounting Office), any interested State of
25 California Agency, any person or entity, however organized, designated by the Federal or
26 California State governments, or of their agencies, or by the County as part of an audit quality
27 review process, auditors of entities of which the County is a sub-recipient of Federal or State
28 grant funds, or auditors of entities of which the County is a component unit. But the "County's

1 Designees” do not include the County, any of its officials, or an independent auditor of the
2 County that is a successor of the Contractor.

3 **5.2 Compliance with Inquiries to Access Working Papers.** The Contractor shall
4 comply with the reasonable inquiries of the County (including the County Administrative Officer
5 and the County’s Auditor-Controller/Treasurer-Tax Collector) or any independent auditor of the
6 County that is a successor of the Contractor, and allow the County (including the County
7 Administrative Officer and the County’s Auditor-Controller/Treasurer-Tax Collector) and such
8 successor independent auditors to have access to all of the Contractor’s working papers and
9 reports relating to matters of continuing accounting significance, except that the County
10 (including the County Administrative Officer and the County’s Auditor-Controller/Treasurer-Tax
11 Collector) and such successor independent auditors are not authorized under this section 5.2 to
12 have access to Contractor’s Proprietary Information.

13 **5.3 Definition of Proprietary Information.** For purposes of this Article 5, “Proprietary
14 Information” means documents and other material created by the Contractor that relate
15 principally to the conduct any audit by the Contractor under this Agreement and would be
16 generally recognized in the professional independent auditing industry as containing or
17 revealing the Contractor’s unique audit procedures or processes, confidential information, or
18 trade secrets (e.g., the Contractor’s audit programs or audit planning memoranda).

19 **5.4 Retention Period.** All of the Contractor’s working papers and reports must be
20 retained, at the Contractor’s sole expense, for a minimum of four years following the completion
21 of the Contractor’s performance of audit services under this Agreement, unless and until the
22 county notifies the Contractor within that four-year period that the retention period must be
23 extended.

24 **5.5 Survival.** The terms of this Article 5, “Access to Working Papers,” shall survive the
25 termination of this Agreement.

1 **Article 6**

2 **Obligations of the County**

3 6.1 **County's Audit Coordinator.** The Accounting and Financial Division Chief for the
4 Financial Reporting and Audits Division of the County's Auditor-Controller/Treasurer-Tax
5 Collector's office is the County's Audit Coordinator. The responsibilities of the Audit Coordinator
6 include advising County departments of the Contractor's audit schedule and the anticipated
7 areas planned for audit, and working with the county departments and obtaining their
8 cooperation to enable the Contractor to fulfill its obligations under this Agreement. The
9 Contractor shall provide sufficient, advance information to permit the County's Audit Coordinator
10 to fulfill its responsibilities under this Agreement.

11 6.2 **Auditor-Controller/Treasurer-Tax Collector.** The Auditor-Controller/Treasurer-Tax
12 Collector staff and responsible management personnel will be available to assist the Contractor
13 by providing information, documentation, and explanations as needed for the Contractor to
14 perform services under this agreement. The accurate preparation of confirmations, as requested
15 by the Contractor, is the responsibility of the Auditor-Controller/Treasurer-Tax Collector, which
16 will deliver them to the Contractor.

17 (A) For each Fiscal Year Covered by this Agreement, the Auditor-
18 Controller/Treasurer-Tax Collector will provide up to 40 hours of clerical support the
19 external auditor to prepare and print letters and coordinate communication regarding
20 meetings.

21 6.3 **Electronic Data Processing Assistance.** The Information Technology Division of
22 the County's Internal Services Department ("IT/ISD") will provide reasonable assistance as
23 listed in subdivision (A) and (B) below as needed for the Contractor to perform services under
24 this agreement. "Reasonable assistance" means assistance that does not interfere with the
25 delivery by IT/ISD of services and support to County departments.

26 (A) IT/ISD will provide Electronic Data Processing personnel to provide systems
27 documentation and explanations.

28 (B) IT/ISD will provide computer time and use of computer hardware and software.

1 **Article 9**

2 **Compensation and Invoicing**

3 9.1 The County agrees to pay the Contractor, and the Contractor agrees to receive,
4 payment under this Article 9 as full compensation for services performed under this Agreement.

5 9.2 **Hourly Rates.** The hourly rates for the Contractor’s personnel, for services provided
6 for each Fiscal Year Covered by this Agreement, are as follows:

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	First Fiscal Year Covered by this Agreement	Second Fiscal Year Covered by this Agreement	Third Fiscal Year Covered by this Agreement	Fourth Fiscal Year Covered by this Agreement (if exercised)	Fifth Fiscal Year Covered by this Agreement (if exercised)
8 Partners or Principals/Signing Directors (e.g., Mr. Gonzalez, Ms. Wiese, and Ms. Supinski)	\$350	\$368	\$386	\$405	\$425
9 Managers (e.g., Mr. Perl)	\$275	\$289	\$303	\$318	\$334
10 Supervisory Staff or Seniors (e.g., Mr. Hudson and Mr. Hegner)	\$215	\$226	\$237	\$249	\$261
11 Staff or Associates	\$165	\$173	\$182	\$191	\$201

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14 9.3 **Progress Payments.** Subject to the maximum amounts payable in section 9.4, the
15 County will make progress payments based on the hours of work actually performed during the
16 term of this Agreement. Progress billings must cover a period of not less than four weeks, but
17 the Contractor may not submit more than one billing in any calendar month. The Contractor
18 shall submit progress billing invoices to the address provided for the County in Article 14 of this
19 Agreement.

20 9.4 **Maximum Amount Payable.** The total maximum amount payable to the Contractor
21 for performing all services under this Agreement shall not exceed \$523,257 for the initial three
22 (3) Fiscal Years Covered by this Agreement for Audit Services and Out-of-Pocket Expenses.
23 Should the term of this Agreement be extended for the additional two one-year renewals, the
24 cost for all services under this Agreement shall not exceed \$393,832. The maximum amount for
25 the initial three (3) Fiscal Years Covered and the additional two one-year renewals if exercised
26 shall not exceed \$917,089. For each of the tasks described in section 2.1 of this Agreement
27 (including all of the reports required under section 3.2 of this Agreement), the maximum amount
28 payable to the Contractor is as stated in the schedules in Exhibit B to this Agreement.

1 9.5 **Amount Withheld until Delivery of Final Reports.** The County will withhold 10
2 percent of the amount due from each billing pending delivery of the Contractor's final reports.

3 9.6 **Assumptions.** The maximum amount payable to the Contractor under this
4 Agreement assumes the following:

5 (A) That the County will prepare the basic financial statements,

6 (B) That the financial statements prepared by the County will require few material
7 audit adjustments by the Contractor.

8 (C) That the County provides complete and accurate information timely.

9 (D) "Notwithstanding anything in this section 9.6, the Contractor acknowledges that
10 the County is a local government entity, and does so with notice that the County's
11 powers are limited by the California Constitution and by State law, and with notice that
12 the Contractor may receive compensation under this Agreement only for services
13 performed according to the terms of this Agreement and while this Agreement is in
14 effect, and subject to the maximum amount payable under this section. The Contractor
15 further acknowledges that County employees have no authority to pay the Contractor
16 except as expressly provided in this Agreement.

17 9.7 **Incidental Expenses.** All expenses incidental to the Contractor's performance of
18 services under this Agreement shall be borne solely by the Contractor.

19 **Article 10**

20 **Independent Contractor**

21 10.1 In performance of the work, duties and obligations assumed by the Contractor under
22 this Agreement, it is mutually understood and agreed by the parties that the Contractor,
23 including any and all of the Contractor's officers, agents, and employees will at all times be
24 acting and performing as an independent contractor, and shall act in an independent capacity
25 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
26 County. Furthermore, the County has no right to control or supervise or direct the manner or
27 method by which the Contractor performs its work and function under this Agreement. However,
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1 the County retains the right to administer this Agreement so as to verify that the Contractor is
2 performing its obligations in accordance with the terms and conditions of this Agreement.

3 10.2 Each of the parties shall comply with all applicable provisions of law and the rules
4 and regulations, if any, of governmental authorities having jurisdiction over matters that are the
5 subject of those provisions.

6 10.3 Because of its status as an independent contractor, the Contractor has absolutely no
7 right to employment rights and benefits available to County employees. The Contractor is solely
8 liable and responsible for providing to, or on behalf of, its employees all legally required
9 employee benefits. In addition, the Contractor is solely responsible and save the County
10 harmless from all matters relating to payment of the Contractor's employees, including
11 compliance with Social Security withholding and all other regulations governing such matters.
12 The parties acknowledge that during the term of this Agreement, the Contractor may be
13 providing services to others unrelated to the County or to this Agreement.

14 **Article 11**

15 **Indemnity**

16 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
17 County (including its officers, agents, employees, and volunteers) against all claims, demands,
18 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
19 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
20 the performance or failure to perform by the Contractor (or any of its officers, agents,
21 subcontractors, or employees) under this Agreement directly caused by the Contractor's
22 negligence or willful misconduct. The County may conduct or participate in its own defense
23 without affecting the Contractor's obligation to indemnify and hold harmless or defend the
24 County.

25 11.2 **Survival.** This Article 8 survives the termination of this Agreement.
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1 **Article 12**

2 **Insurance**

3 12.1 Without limiting the County's right to obtain indemnification from the Contractor or
4 any third parties, the contractor, at its sole expense, shall maintain in full force and effect, the
5 following insurance policies throughout the term of this Agreement:

6 (A) **Commercial General Liability.** Commercial general liability insurance with limits
7 of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual
8 aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per
9 occurrence basis. Coverage must include products, completed operations, property
10 damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain
11 an endorsement to this policy naming the County of Fresno, its officers, agents,
12 employees, and volunteers, individually and collectively, as additional insureds, but only
13 insofar as the operations under this Agreement are concerned. Such coverage for
14 additional insureds will apply as primary insurance and any other insurance, or self-
15 insurance, maintained by the County is excess only and not contributing with insurance
16 provided under the Contractor's policy.

17 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than
18 One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property
19 damages. Coverage must include any auto used in connection with this Agreement.

20 (C) **Professional Liability.** Professional liability insurance with limits of not less than
21 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three
22 Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date
23 must be prior to the date on which services began under this Agreement; (2) the
24 Contractor shall maintain the policy and provide to the County annual evidence of
25 insurance for not less than five years after completion of services under this Agreement;
26 and (3) if the policy is canceled or not renewed, and not replaced with another claims-
27 made policy with a retroactive date prior to the date on which services begin under this
28 Agreement, then the Contractor shall purchase extended reporting coverage on its

1 claims-made policy for a minimum of five years after completion of services under this
2 Agreement..

3 (D) **Worker's Compensation.** Workers compensation insurance as required by the
4 laws of the State of California with statutory limits.

5 (E) **Employer's Liability.** Employer's liability insurance with limits of not less than
6 One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

7 (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million
8 Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber
9 Risks. The cyber liability policy must be endorsed to cover the full replacement value of
10 damage to, alteration of, loss of, or destruction of intangible property (including but not
11 limited to information or data) that is in the care, custody, or control of the Contractor.

12 **Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i)
13 Security Breach, which may include Disclosure of Personal Information to an
14 Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's
15 obligations under Exhibit E of this Agreement, "Data Security"; (iv) system failure;
16 (v) data recovery; (vi) failure to timely disclose data breach or Security Breach;
17 (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs;
18 (ix) infringement of intellectual property, including but not limited to infringement
19 of copyright, trademark, and trade dress; (x) invasion of privacy, including
20 release of private information; (xi) information theft; (xii) damage to or destruction
21 or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related
22 to the Contractor's obligations under this Agreement regarding electronic
23 information, including Personal Information; (xv) fraudulent instruction; (xvi) funds
24 transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach
25 response costs, including Security Breach response costs; (xx) regulatory fines
26 and penalties related to the Contractor's obligations under this Agreement
27 regarding electronic information, including Personal Information; and (xxi) credit
28 monitoring expenses

1 **12.2 Additional Requirements Relating to Insurance.**

2 **(A) Verification of Coverage.** Within 30 days after the Contractor signs this
3 Agreement, and at any time during the term of this Agreement as requested
4 by the County, the Contractor shall deliver, or cause its broker or producer to
5 deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor,
6 Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and
7 by mail or email to the person identified to receive notices under this
8 Agreement, certificates of insurance and endorsements for all of the
9 coverages required under this Agreement.

10 (i) Each insurance certificate must state that: (1) the insurance coverage
11 has been obtained and is in full force; (2) the County, its officers,
12 agents, employees, and volunteers are not responsible for any
13 premiums on the policy; and (3) the Contractor has waived its right to
14 recover from the County, its officers, agents, employees, and
15 volunteers any amounts paid under any insurance policy required by
16 this Agreement and that waiver does not invalidate the insurance
17 policy.

18 (ii) The commercial general liability insurance certificate must also state,
19 and include an endorsement, that the County of Fresno, its officers,
20 agents, employees, and volunteers, individually and collectively, are
21 additional insureds insofar as the operations under this Agreement
22 are concerned. The commercial general liability insurance certificate
23 must also state that the coverage shall apply as primary insurance
24 and any other insurance, or self-insurance, maintained by the County
25 shall be excess only and not contributing with insurance provided
26 under the Contractor's policy.

27 (iii) The automobile liability insurance certificate must state that the policy
28 covers any auto used in connection with this Agreement.

1 (iv) The professional liability insurance certificate, if it is a claims-made
2 policy, must also state the retroactive date of the policy, which must
3 be prior to the date on which services began under this Agreement.

4 (v) The cyber liability insurance certificate must also state that it is
5 endorsed, and include an endorsement, to cover the full replacement
6 value of damage to, alteration of, loss of, or destruction of intangible
7 property (including but not limited to information or data) that is in the
8 care, custody, or control of the Contractor.

9 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement
10 must be issued by admitted insurers licensed to do business in the State of
11 California and possessing at all times during the term of this Agreement an A.M.
12 Best, Inc. rating of no less than A: VII.

13 (C) **Notice of Cancellation or Change.** For each insurance policy required under
14 this Agreement, the Contractor shall provide to the County, or ensure that the
15 policy requires the insurer to provide to the County, written notice of any
16 cancellation or change in the policy as required in this paragraph. For
17 cancellation of the policy for nonpayment of premium, the Contractor shall, or
18 shall cause the insurer to, provide written notice to the County not less than 10
19 days in advance of cancellation. For cancellation of the policy for any other
20 reason, and for any other change to the policy, the Contractor shall, or shall
21 cause the insurer to, provide written notice to the County not less than 30 days in
22 advance of cancellation or change. The County in its sole discretion may
23 determine that the failure of the Contractor or its insurer to timely provide a
24 written notice required by this paragraph is a breach of this Agreement.

25 (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains
26 insurance with broader coverage, higher limits, or both, than what is required
27 under this Agreement, then the County requires and is entitled to the broader
28 coverage, higher limits, or both. To that end, the Contractor shall deliver, or

1 cause its broker or producer to deliver, to the County's Risk Manager certificates
2 of insurance and endorsements for all of the coverages that have such broader
3 coverage, higher limits, or both, as required under this Agreement.

4 (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the
5 County, its officers, agents, employees, and volunteers any amounts paid under
6 the policy of worker's compensation insurance required by this Agreement. The
7 Contractor is solely responsible to obtain any policy endorsement that may be
8 necessary to accomplish that waiver, but the Contractor's waiver of subrogation
9 under this paragraph is effective whether or not the Contractor obtains such an
10 endorsement.

11 (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails
12 to keep in effect at all times any insurance coverage required under this
13 Agreement, the County may, in addition to any other remedies it may have,
14 suspend or terminate this Agreement upon the occurrence of that failure, or
15 purchase such insurance coverage, and charge the cost of that coverage to the
16 Contractor. The County may offset such charges against any amounts owed by
17 the County to the Contractor under this Agreement.

18 (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors
19 used by the Contractor to provide services under this Agreement maintain
20 insurance meeting all insurance requirements provided in this Agreement. This
21 paragraph does not authorize the Contractor to provide services under this
22 Agreement using subcontractors.

23 **Article 13**

24 **Audits and Inspections**

25
26 13.1 The Contractor shall at any time during business hours, and as often as the County
27 may deem necessary, make available to the County for examination all of its time and billing
28 records and data with respect to the matters covered by this Agreement. The Contractor shall,

1 upon request by the County, permit the County to audit and inspect all of such records and data
2 necessary to ensure Contractor's compliance with the terms of this Agreement.

3 13.2 If this Agreement exceeds \$10,000.00, the Contractor shall be subject to the
4 examination and audit of the California State Auditor for a period of three years after final
5 payment under contract (Government Code Section 8546.7).

6 **Article 14**

7 **Notices**

8 14.1 **Contact Information.** The persons and their addresses having authority to give and
9 receive notices provided for or permitted under this Agreement include the following:

10 **For the County:**

11 County of Fresno
12 Attention: Assistant County Administrative Officer
13 2281 Tulare Street, Room 304
14 Fresno, California 93721
15 Fax: (559) 600-1230

16 **For the Contractor:**

17 CliftonLarsenAllen LLP (CLA)
18 Attention: Chastity Wilson, Principal
19 CNL Center II
20 420 South Orange Avenue, Suite 900
21 Orlando, FL 32801-3399
22 Telephone: 407-802-1200
23 Fax: 407-802-1250

24 14.2 **Change of Contact Information.** Either party may change the information in section
25 14.1 by giving notice as provided in section 14.3.

26 14.3 **Method of Delivery.** All notices between the County and the Contractor provided for
27 or permitted under this Agreement must be in writing and delivered either by personal service,
28 by first-class United States mail, by an overnight commercial courier service, or by telephonic
facsimile transmission.

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

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

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

5 (D) A notice delivered by telephonic facsimile transmission is effective when
6 transmission to the recipient is completed (but, if such transmission is completed outside
7 of County business hours, then such delivery is deemed to be effective at the next
8 beginning of a County business day), provided that the sender maintains a machine
9 record of the completed transmission.
10

11 14.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
12 nothing in this Agreement establishes, waives, or modifies any claims presentation
13 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
14 of Title 1 of the Government Code, beginning with section 810).

15 **Article 15**

16 **Disclosure of Self-Dealing Transactions**

17 15.1 **Applicability.** This article applies if the Contractor is operating as a corporation, or
18 changes its status to operate as a corporation.

19 15.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
20 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
21 "Self-Dealing Transaction Disclosure Form" (Exhibit A to this Agreement) and submitting it to the
22 County before commencing the transaction or immediately after.

23 15.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
24 a party and in which one or more of its directors, as an individual, has a material financial
25 interest.
26
27
28

1 **Article 16**

2 **General Terms**

3 16.1 **Modification.** Except as provided in Article 8, this Agreement may not be modified,
4 and no waiver is effective, except by another written Agreement that is signed by both parties.

5 16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
6 under this Agreement without the prior written consent of the other party.

7 16.3 **Governing Law.** The laws of the State of California govern all matters arising from
8 or related to this Agreement.

9 16.4 **Jurisdiction and Venue.** This Agreement is made in Fresno County, California. The
10 Contractor consents to California jurisdiction for actions arising from or related to this
11 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
12 maintained in the Fresno County Superior Court.

13 16.5 **Construction.** The final form of this Agreement is the result of the parties' combined
14 efforts. If anything in this agreement is found by a court of competent jurisdiction to be
15 ambiguous, that ambiguity is not to be resolved by construing the terms of this Agreement
16 against the either party.

17 16.6 **Days.** Unless otherwise specified, "days" means calendar days.

18 16.7 **Headings.** The headings and section titles in this agreement are for convenience
19 only and are not part of this Agreement.

20 16.8 **Severability.** If anything in this agreement is found by a court of competent
21 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
22 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
23 this Agreement with terms to accomplish the parties' original intent.

24 16.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
25 not unlawfully discriminate against any employee or applicant for employment, or recipient of
26 services, because of race, religious creed, color, national origin, ancestry, physical disability,
27
28

1 mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
3 all applicable State of California and federal statutes and regulation.

4 16.10 **No Waiver.** Payment, waiver, or discharge of any liability or obligation of the
5 Contractor under this Agreement on any one or more occasions is not a waiver of performance
6 of any continuing or other obligation, or of any breach or default, and does not prohibit, impair,
7 or prejudice enforcement by the County of any obligation of the Contractor under this
8 Agreement.
9

10 16.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
11 between the Contractor and the County with respect to the subject matter of this Agreement,
12 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
13 publications, and understandings of any nature unless those things are expressly included in
14 this Agreement. If there is any inconsistency between the terms of this Agreement without its
15 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
16 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
17 exhibits.
18

19 16.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
20 create any rights or obligations for any person or entity except for the parties.

21 16.13 **Authorized Signatures.** The Contractor represents and warrants to the County that:

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

24 (B) The individual signing this Agreement on behalf of the Contractor is duly
25 authorized to do so and his or her signature on this Agreement will legally bind the
26 Contractor to the terms of this Agreement.
27
28

1 Access to the requested workpapers and files will be provided to the regulator under the
2 supervision of Contractor personnel and at a location designated by Contractor. Furthermore,
3 upon request, Contractor may provide copies of selected workpapers and files to such regulator.
4 The regulator may intend, or decide, to distribute the copies or information contained therein to
5 others, including other governmental agencies.

6 17.4 Contractor and certain owners of Contractor are licensed by the California State
7 Board of Accountancy. However, CLA has owners not licensed by the California State Board of
8 Accountancy who may provide services under this Agreement. County may contact Contractor
9 with any questions regarding licensure of the personnel performing services under this
10 Agreement.

11 17.5 Contractor regularly aggregates anonymized client data and perform a variety of
12 analyses using that aggregated data. Some of these analyses are published to clients or
13 released publicly. However, Contractor is always careful to preserve the confidentiality of the
14 separate information that Contractor obtains from each client, as required by the AICPA Code of
15 Professional Conduct and various laws. County's acceptance of this Agreement will serve as
16 County's consent to our use of anonymized data in performing and reporting on these cost
17 comparison, performance indicator and/or benchmarking analyses


18 [SIGNATURE PAGE FOLLOWS]
19
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CLIFTONLARSONALLEN, LLP

COUNTY OF FRESNO

3 

4 

5 Richard Gonzalez, CPA, Principal

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

6 915 Highland Pointe Drive, Suite 300
7 Roseville, California 95678

Attest:

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

9
10 By: 
Deputy

11 For accounting use only:

12 Fund: 0001
13 Subclass: 10000
14 Org: 2540
Account: 7295

EXHIBIT A

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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

AUDIT SERVICES - COST SCHEDULE
B1 - Cal EMA and Measure C

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	11	350.00	3,850.00	11	368.00	4,048.00	11	386.00	4,246.00	11	405.00	4,455.00	11	425.00	4,675.00	55.00	21,274.00
Managers	30	275.00	8,250.00	30	289.00	8,670.00	30	303.00	9,090.00	30	318.00	9,540.00	30	334.00	10,020.00	150.00	45,570.00
Supervisory Staff	45	215.00	9,675.00	45	226.00	10,170.00	45	237.00	10,665.00	45	249.00	11,205.00	45	261.00	11,745.00	225.00	53,460.00
Staff	65	165.00	10,725.00	65	173.00	11,245.00	65	182.00	11,830.00	65	191.00	12,415.00	65	201.00	13,065.00	325.00	59,280.00
Other (Specify):																-	-
Subtotal			\$ 32,500.00			\$ 34,133.00			\$ 35,831.00			\$ 37,615.00			\$ 39,505.00		\$ 179,584.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			1,625.00			1,707.00			1,792.00			1,881.00			1,975.00		8,980.00
Total:			\$ 34,125.00			\$ 35,840.00			\$ 37,623.00			\$ 39,496.00			\$ 41,480.00		\$ 188,564.00

AUDIT SERVICES - COST SCHEDULE
B2 - Coalinga and Southeast Regional Sites

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	2	350.00	700.00	2	368.00	736.00	2	386.00	772.00	2	405.00	810.00	2	425.00	850.00	10.00	3,868.00
Managers	6	275.00	1,650.00	6	289.00	1,734.00	6	303.00	1,818.00	6	318.00	1,908.00	6	334.00	2,004.00	30.00	9,114.00
Supervisory Staff	9	215.00	1,935.00	9	226.00	2,034.00	9	237.00	2,133.00	9	249.00	2,241.00	9	261.00	2,349.00	45.00	10,692.00
Staff	13	165.00	2,145.00	13	173.00	2,249.00	13	182.00	2,366.00	13	191.00	2,483.00	13	201.00	2,613.00	65.00	11,856.00
Other (Specify):																-	-
Subtotal			\$ 6,430.00			\$ 6,753.00			\$ 7,089.00			\$ 7,442.00			\$ 7,816.00		\$ 35,530.00
Out-of-pocket expenses:																	-
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			322.00			338.00			354.00			372.00			391.00		1,777.00
Total:			\$ 6,752.00			\$ 7,091.00			\$ 7,443.00			\$ 7,814.00					\$ 37,307.00

AUDIT SERVICES - COST SCHEDULE
B3 - County's Appropriation Limit

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	1	350.00	350.00	1	368.00	368.00	1	386.00	386.00	1	405.00	405.00	1	425.00	425.00	5.00	1,934.00
Managers	2	275.00	550.00	2	289.00	578.00	2	303.00	606.00	2	318.00	636.00	2	334.00	668.00	10.00	3,038.00
Supervisory Staff	2	215.00	430.00	2	226.00	452.00	2	237.00	474.00	2	249.00	498.00	2	261.00	522.00	10.00	2,376.00
Staff	3	165.00	495.00	3	173.00	519.00	3	182.00	546.00	3	191.00	573.00	3	201.00	603.00	15.00	2,736.00
Other (Specify):																-	-
Subtotal			\$ 1,825.00			\$ 1,917.00			\$ 2,012.00			\$ 2,112.00			\$ 2,218.00		\$ 10,084.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			91.00			96.00			101.00			106.00			111.00		505.00
Total:			\$ 1,916.00			\$ 2,013.00			\$ 2,113.00			\$ 2,218.00			\$ 2,329.00		\$ 10,589.00

AUDIT SERVICES - COST SCHEDULE
B4 - In-Home Supportive Service Public Authority

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	2	350.00	700.00	2	368.00	736.00	2	386.00	772.00	2	405.00	810.00	2	425.00	850.00	10.00	3,868.00
Managers	6	275.00	1,650.00	6	289.00	1,734.00	6	303.00	1,818.00	6	318.00	1,908.00	6	334.00	2,004.00	30.00	9,114.00
Supervisory Staff	9	215.00	1,935.00	9	226.00	2,034.00	9	237.00	2,133.00	9	249.00	2,241.00	9	261.00	2,349.00	45.00	10,692.00
Staff	13	165.00	2,145.00	13	173.00	2,249.00	13	182.00	2,366.00	13	191.00	2,483.00	13	201.00	2,613.00	65.00	11,856.00
Other (Specify):																-	-
Subtotal			\$ 6,430.00			\$ 6,753.00			\$ 7,089.00			\$ 7,442.00			\$ 7,816.00		\$ 35,530.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			322.00			338.00			354.00			372.00			391.00		1,777.00
Total:			\$ 6,752.00			\$ 7,091.00			\$ 7,443.00			\$ 7,814.00			\$ 8,207.00		\$ 37,307.00

AUDIT SERVICES - COST SCHEDULE
B5 - Zoo Authority

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	2	350.00	700.00	2	368.00	736.00	2	386.00	772.00	2	405.00	810.00	2	425.00	850.00	10.00	3,868.00
Managers	6	275.00	1,650.00	6	289.00	1,734.00	6	303.00	1,818.00	6	318.00	1,908.00	6	334.00	2,004.00	30.00	9,114.00
Supervisory Staff	9	215.00	1,935.00	9	226.00	2,034.00	9	237.00	2,133.00	9	249.00	2,241.00	9	261.00	2,349.00	45.00	10,692.00
Staff	13	165.00	2,145.00	13	173.00	2,249.00	13	182.00	2,366.00	13	191.00	2,483.00	13	201.00	2,613.00	65.00	11,856.00
Other (Specify):																-	-
Subtotal			\$ 6,430.00			\$ 6,753.00			\$ 7,089.00			\$ 7,442.00			\$ 7,816.00		\$ 35,530.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			322.00			338.00			354.00			372.00			391.00		1,777.00
Total:			\$ 6,752.00			\$ 7,091.00			\$ 7,443.00			\$ 7,814.00			\$ 8,207.00		\$ 37,307.00

AUDIT SERVICES - COST SCHEDULE
B6 - Tobacco Funding Corporation

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	4	350.00	1,400.00	4	368.00	1,472.00	4	386.00	1,544.00	4	405.00	1,620.00	4	425.00	1,700.00	20.00	7,736.00
Managers	10	275.00	2,750.00	10	289.00	2,890.00	10	303.00	3,030.00	10	318.00	3,180.00	10	334.00	3,340.00	50.00	15,190.00
Supervisory Staff	15	215.00	3,225.00	15	226.00	3,390.00	15	237.00	3,555.00	15	249.00	3,735.00	15	261.00	3,915.00	75.00	17,820.00
Staff	22	165.00	3,630.00	22	173.00	3,806.00	22	182.00	4,004.00	22	191.00	4,202.00	22	201.00	4,422.00	110.00	20,064.00
Other (Specify):																-	-
Subtotal			\$ 11,005.00			\$ 11,558.00			\$ 12,133.00			\$ 12,737.00			\$ 13,377.00		\$ 60,810.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			550.00			578.00			607.00			637.00			669.00		3,041.00
Total:			\$ 11,555.00			\$ 12,136.00			\$ 12,740.00			\$ 13,374.00			\$ 14,046.00		\$ 63,851.00

AUDIT SERVICES - COST SCHEDULE

B7 - Service Areas, Waterworks Districts, Maintenance Districts, Highway Lighting Districts, and Solid Waste Commissions

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	28	350.00	9,800.00	28	368.00	10,304.00	28	386.00	10,808.00	28	405.00	11,340.00	28	425.00	11,900.00	140.00	54,152.00
Managers	80	275.00	22,000.00	80	289.00	23,120.00	80	303.00	24,240.00	80	318.00	25,440.00	80	334.00	26,720.00	400.00	121,520.00
Supervisory Staff	120	215.00	25,800.00	120	226.00	27,120.00	120	237.00	28,440.00	120	249.00	29,880.00	120	261.00	31,320.00	600.00	142,560.00
Staff	172	165.00	28,380.00	172	173.00	29,756.00	172	182.00	31,304.00	172	191.00	32,852.00	172	201.00	34,572.00	860.00	156,864.00
Other (Specify):																-	-
Subtotal			\$ 85,980.00			\$ 90,300.00			\$ 94,792.00			\$ 99,512.00			\$ 104,512.00		\$ 475,096.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			4,299.00			4,515.00			4,740.00			4,976.00			5,226.00		23,756.00
Total:			\$ 90,279.00			\$ 94,815.00			\$ 99,532.00			\$ 104,488.00			\$ 109,738.00		\$ 498,852.00

AUDIT SERVICES - COST SCHEDULE
B8 - Community Corrections Partnership Executive Committee

Firm Name: CliftonLarsonAllen LLP (CLA)

	Year 1			Year 2			Year 3			Year 4			Year 5			GRAND TOTAL	
	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	Hours	Quoted Hourly Rates	Total	TOTAL HOURS	TOTAL COST
Partners	2	350.00	700.00	2	368.00	736.00	2	386.00	772.00	2	405.00	810.00	2	425.00	850.00	10.00	3,868.00
Managers	7	275.00	1,925.00	7	289.00	2,023.00	7	303.00	2,121.00	7	318.00	2,226.00	7	334.00	2,338.00	35.00	10,633.00
Supervisory Staff	11	215.00	2,365.00	11	226.00	2,486.00	11	237.00	2,607.00	11	249.00	2,739.00	11	261.00	2,871.00	55.00	13,068.00
Staff	15	165.00	2,475.00	15	173.00	2,595.00	15	182.00	2,730.00	15	191.00	2,865.00	15	201.00	3,015.00	75.00	13,680.00
Other (Specify):																-	-
Subtotal			\$ 7,465.00			\$ 7,840.00			\$ 8,230.00			\$ 8,640.00			\$ 9,074.00		\$ 41,249.00
Out-of-pocket expenses:																	
Meals and lodging																	-
Transportation																	-
Other (specify): Technology Fee			373.00			392.00			412.00			432.00			454.00		2,063.00
Total:			\$ 7,838.00			\$ 8,232.00			\$ 8,642.00			\$ 9,072.00			\$ 9,528.00		\$ 43,312.00

Exhibit C - Special Districts Reports
 (As Referenced in Section 3.2 (G) of Agreement)

	District	Budget	Fund	SubClass
Report #1	CSA 35A	9175	0220	12200
Report #1	CSA 35B	9155	0220	12210
Report #1	CSA 35C	9156	0220	12220
Report #1	CSA 35D	9225	0220	12230
Report #1	CSA 35E	9160	0220	12240
Report #1	CSA 35F	9161	0220	12250
Report #1	CSA 35G	9162	0220	12260
Report #1	CSA 35H	9226	0220	12270
Report #1	CSA 35I	9176	0220	12280
Report #1	CSA 35J	9182	0220	12290
Report #1	CSA 35K	9183	0220	12300
Report #1	CSA 35M	9236	0220	12315
Report #1	CSA 35N	9227	0220	12320
Report #1	CSA 35O	9180	0220	12330
Report #1	CSA 35P	9190	0220	12340
Report #1	CSA 35S	9192	0220	12360
Report #1	CSA 35T	9194	0220	12370
Report #1	CSA 35U	9195	0220	12380
Report #1	CSA 35V	9196	0220	12390
Report #1	CSA 35X	9234	0220	12395
Report #1	CSA 35Z	9197	0220	12400
Report #1	CSA 35AA	9217	0220	12410
Report #1	CSA 35AB	9151	0220	12420
Report #1	CSA 35AC	9168	0220	12430
Report #1	CSA 35AD	9204	0220	12440
Report #1	CSA 35AE	9218	0220	12450
Report #1	CSA 35AF	9205	0220	12460
Report #1	CSA 35AG	9206	0220	12470
Report #1	CSA 35AH	9164	0220	12480
Report #1	CSA 35AI	9165	0220	12490
Report #1	CSA 35AJ	9207	0220	12500
Report #1	CSA 35AK	9208	0220	12510
Report #1	CSA 35AM	9209	0220	12520
Report #1	CSA 35AN	9210	0220	12530
Report #1	CSA 35AO	9211	0220	12540
Report #1	CSA 35AP	9214	0220	12550
Report #1	CSA 35AQ	9215	0220	12560
Report #1	CSA 35AR	9216	0220	12570
Report #1	CSA 35AS	9275	0220	12778

	District	Budget	Fund	SubClass
Report #1	CSA 35AT	9231	0220	12575
Report #1	CSA 35AU	9177	0220	12580
Report #1	CSA 35AV	9199	0220	12590
Report #1	CSA 35AX	9179	0220	12610
Report #1	CSA 35AY	9187	0220	12620
Report #1	CSA 35AZ	9220	0220	12630
Report #1	CSA 35BA	9221	0220	12640
Report #1	CSA 35BB	9222	0220	12650
Report #1	CSA 35BC	9186	0220	12660
Report #1	CSA 35BD	9223	0220	12670
Report #1	CSA 35BG	9224	0220	12680
Report #1	CSA 35BH	9237	0220	12685
Report #1	CSA 35BI	9157	0220	12690
Report #1	CSA 35BJ	9229	0220	12700
Report #1	CSA 35BL	9252	0220	12740
Report #1	CSA 35BM	9230	0220	12750
Report #1	CSA 35BN	9253	0220	12755
Report #1	CSA 35BO	9262	0220	12708
Report #1	CSA 35BQ	9232	0220	12710
Report #1	CSA 35BR	9233	0220	12760
Report #1	CSA 35BS	9235	0220	12770
Report #1	CSA 35BU	9239	0220	12771
Report #1	CSA 35BW	9240	0220	12772
Report #1	CSA 35BX	9241	0220	12773
Report #1	CSA 35CB	9263	0220	12762
Report #1	CSA 35CC	9258	0220	12757
Report #1	CSA 35CD	9259	0220	12758
Report #1	CSA 35CE	9260	0220	12759
Report #1	CSA 35CF	9261	0220	12761
Report #1	CSA 35CG	9264	0220	12764
Report #1	CSA 35CI	9265	0220	12765
Report #1	CSA 35CL	9266	0220	12766
Report #1	CSA 35CM	9267	0220	12767
Report #1	CSA 35CN	9268	0220	12768
Report #1	CSA 35CP	9270	0220	12709
Report #1	CSA 35CQ	9271	0220	12711
Report #1	CSA 35CS	9272	0220	12712
Report #1	CSA 35CU	9273	0220	12776
Report #1	CSA 35CV	9274	0220	12777

	District	Budget	Fund	SubClass
Report #2	CSA 1	9141	0740	16000
Report #2	CSA 1S	9302	0740	16010
Report #3	CSA 2	9142	0160	12000
Report #4	CSA 5	9145	0750	16000
Report #5	CSA 7	9147	0170	12000
Report #5	CSA 7D	9146	0170	12050
Report #6	CSA 10	9150	0770	16000
Report #6	CSA 10A(O)	9251	0770	16810
Report #6	CSA 10A(W)	9250	0770	16800
Report #7	CSA 14	9154	0780	16000
Report #8	CSA 19	9159	0190	12000
Report #9	CSA 23	9163	0790	16000
Report #10	CSA 30	9170	0800	16000
Report #11	CSA 31	9171	0200	12000
Report #11	CSA 31B	9166	0810	16120
Report #11	CSA 31B (S)	9910	0810	16110
Report #11	CSA 31B (W)	9942	0810	16130
Report #11	CSA 31C	9149	0200	12100
Report #11	CSA 31D	9167	0200	12001
Report #11	CSA 31E	9256	0200	12101
Report #11	CSA 31F	9169	0200	12102
Report #11	CSA 31G	9201	0200	12103
Report #11	CSA 31 (FPT)	9902	0200	12005
Report #12	CSA 32	9172	0820	16000
Report #13	CSA 33	9173	0210	12000
Report #14	CSA 34	9174	0830	16000
Report #14	CSA 34SWTP	9322	0830	16203
Report #14	CSA 34WWTF	9320	0830	16202
Report #14	CSA 34AWWP	NONE	0830	16201
Report #14	CSA 34A	9181	0830	16200
Report #14	CSA 34B	9255	0830	16211
Report #14	CSA 34C	9254	0830	16210
Report #14	CSA 34D	9323	0830	16204
Report #14	CSA 34G	9325	0830	16205
Report #14	CSA 34M	NONE	0830	16220
Report #15	CSA 39AB	9212	0850	16350

	District	Budget	Fund	SubClass
Report #16	CSA 43	9243	0230	12000
Report #16	CSA 43W	9301	0230	12150
Report #17	CSA 44	9305	0240	12000
Report #17	CSA 44A	9244	0870	16400
Report #17	CSA 44C	9246	0870	16420
Report #17	CSA 44D	9247	0870	16430
Report #18	CSA 47	9310	4030	40680
Report #18	CSA 47	NONE	7100	71350
Report #19	CSA 49	9249	0235	12800
Report #19	CSA 49	NONE	0235	12801
Report #19	CSA 49	NONE	0235	12802
Report #20	CSA 50	9248	0875	16480
Report #21	CSA OV	9314	0260	12000

Report #22	MD 2	9363	0250	12900
Report #23	MD 4	9365	0250	12920
Report #24	MD 5	9366	0250	12925
Report #25	MD 6	9367	0250	12926
Report #26	MD 7	9368	0250	12930

Report #27	WWD 37	9357	0880	16000
Report #28	WWD 38	9358	0890	16000
Report #29	WWD 40	9360	0900	16000
Report #30	WWD 41S	9351	0920	16000
Report #30	WWD 41S	9913	0920	16600
Report #30	WWD 41S	9914	0920	16620
Report #30	WWD 41W	9361	0910	16000
Report #30	WWD 41W	9911	0910	16500
Report #30	WWD 41W	9912	0910	16520
Report #31	WWD 42	9362	0930	16000

SOLID WASTE				
Report #33	Southeast Reg	9020	0720	15000
Report #34	Am Ave Disp	9026	0700	15000
	Coalinga Disp	9028	0710	15000

Exhibit E
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1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) “**Authorized Employees**” means the Contractor’s employees who have access to Personal Information.
- (B) “**Authorized Persons**” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) “**Director**” means the County’s Director of Internal Services/Chief Information Officer or his or her designee.
- (D) “**Disclose**” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) “**Person**” means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) “**Personal Information**” means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) “**Privacy Practices Complaint**” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) “**Security Safeguards**” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the County that the Contractor shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
 - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
 - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the

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Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

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

3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or 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 Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
 - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or

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misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled,;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
 - (vi) having a patch management process including installation of all operating system and software vendor security patches;
 - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

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

4. Security Breach Procedures

- (A) Promptly upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-6200 / servicedesk@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - (ii) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

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

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 72 hours or in accordance with applicable laws and regulations of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the

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manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to knowledgeable personnel, and complete security questionnaire and supporting documentation, if not deemed confidential by Contractor. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the

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Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

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

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

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

10. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than

Exhibit E

Data Security

the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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