

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated August 5, 2025 and is between Justice System Partners (JSP), an Oregon 501(c)3 nonprofit organization (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County, through its Probation Department (Department), has determined there is a need for a highly experienced vendor to fully sustain the implementation services for the evidence based Public Safety Assessment (PSA) Court Tool.

B. The County has determined that County staff does not have the expertise for these services and that the Contractor possesses unique capabilities to provide the services requested by the Department.

C. The County previously entered into Agreement No. 20-306 with the Contractor for full implementation services of the PSA into the Probation Department’s case management system from August 18, 2020, through August 17, 2025.

D. The County and the Contractor now desire to enter into an agreement for the continued services to fully sustain the implementation of the PSA, which includes: training stake holders, creating decision matrix, provide feedback to staff regarding the PSA, additional validations of the PSA, provide public-facing report, and continued quality assurance reviews.

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 Services.”

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

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 1.4 **Confidential Information.** Contractor shall comply with all provisions of Exhibit B
4 Data Security.

5 1.5 **Meetings.** Contractor shall participate in meetings with Probation staff. These
6 meetings include, but shall not be limited to monthly, weekly, or as needed collaborative
7 meetings to evaluate and address program needs, problem/issues that may arise.

8 **Article 2**

9 **County's Responsibilities**

10 2.1 The County shall compensate Contractor for satisfactorily provided services and
11 reimburse Contractor for allowable reasonable and necessary expenses incurred, as provided
12 under Article 3, "Compensation, Invoices, and Payments," of this Agreement.

13 2.2 The County shall continue to provide the PSA Court Tool and case management
14 system.

15 2.3 The County will reassemble the Implementation Team comprised of key
16 stakeholders to work cooperatively with the Contractor to manage and evaluate the project as
17 needed.

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
21 the performance of its services under this Agreement as described in Exhibit C to this
22 Agreement, titled "Compensation."

23 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
24 for the period from August 18, 2025 until August 17, 2026 is Fifty-Two Thousand, Five Hundred
25 Dollars (\$52,500). The maximum compensation payable to the Contractor for the period from
26 August 18, 2026 until August 17, 2027 is One Hundred Seventeen Thousand, Five Hundred
27 Dollars (\$117,500). The maximum compensation payable to the Contractor for the period from
28 August 18, 2027 until August 17, 2028 is Fifty-Two Thousand, Five Hundred Dollars (\$52,500).

1 The maximum compensation payable to the Contractor for the period from August 18, 2028 until
2 August 17, 2029 is Fifty-Two Thousand, Five Hundred Dollars (\$52,500). The maximum
3 compensation payable to the Contractor for the period from August 18, 2029 until August 17,
4 2030 is One Hundred Seventeen Thousand, Five Hundred Dollars (\$117,500). In no event shall
5 all compensation paid for services performed under this Agreement exceed Three Hundred
6 Ninety-Two Thousand, Five Hundred Dollars (\$392,500) during the total possible five-year term
7 of this Agreement. The Contractor acknowledges that the County is a local government entity,
8 and does so with notice that the County's powers are limited by the California Constitution and
9 by State law, and with notice that the Contractor may receive compensation under this
10 Agreement only for services performed according to the terms of this Agreement and while this
11 Agreement is in effect, and subject to the maximum amount payable under this section. The
12 Contractor further acknowledges that County employees have no authority to pay the Contractor
13 except as expressly provided in this Agreement.

14 **3.3 Invoices.** The Contractor shall bill the County at the hourly rate per service
15 performed, as described in Exhibit C. The Contractor shall submit and track monthly invoices for
16 services performed; not to exceed the maximum annual compensation described in Exhibit C.
17 The monthly invoices shall be submitted to Fresno County Probation Department, 3333 East
18 American Ave. Bldg. 701 Ste. B Fresno CA, 93725 or electronically to:
19 ProbationInvoices@fresnocountyca.gov and ProbationContracts@fresnocountyca.gov. The
20 Contractor shall submit each invoice within 60 days after the month in which the Contractor
21 performs services, and within 60 days after the end of the term or termination of this Agreement.

22 **3.4 Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
24 address specified in the invoice.

25 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.
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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on August 18, 2025 and terminates on August 17,
4 2028, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The Chief Probation Officer or his or her designee is
9 authorized to sign the written approval on behalf of the County based on the Contractor's
10 satisfactory performance. The extension of this Agreement by the County is not a waiver or
11 compromise of any default or breach of this Agreement by the Contractor existing at the time of
12 the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**
18 Chief Probation Officer
19 County of Fresno
20 Probation Department
3333 E. American Ave., Suite B
Fresno, CA 93725

21 **For the Contractor:**
22 Executive Vice President
23 Kate Florio
P.O. Box 970
South Easton, MA 02375
kate@justicesystempartners.org

24 5.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
27 for or permitted under this Agreement must be in writing, state that it is a notice provided under
28 this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
2 Document Format (PDF) document attached to an email.

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

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

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

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

17 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
18 nothing in this Agreement establishes, waives, or modifies any claims presentation
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
20 of Title 1 of the Government Code, beginning with section 810).

21 **Article 6**

22 **Termination and Suspension**

23 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds
25 are not allocated, then the County, upon at least 30 days' advance written notice to the
26 Contractor, may:

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

28 (B) Terminate this Agreement.

1 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
2 venturer, partner, or associate of the County.

3 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
4 manner or method of the Contractor's performance under this Agreement, but the County may
5 verify that the Contractor is performing according to the terms of this Agreement.

6 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
7 right to employment rights or benefits available to County employees. The Contractor is solely
8 responsible for providing to its own employees all employee benefits required by law. The
9 Contractor shall save the County harmless from all matters relating to the payment of
10 Contractor's employees, including compliance with Social Security withholding and all related
11 regulations.

12 7.4 **Services to Others.** The parties acknowledge that, during the term of this
13 Agreement, the Contractor may provide services to others unrelated to the County.

14 **Article 8**

15 **Indemnity and Defense**

16 8.1 **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. The County may conduct or participate in
22 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
23 defend the County.

24 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

25 **Article 9**

26 **Insurance**

27 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
28 Agreement.

1 **Article 10**

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

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

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

18 (A) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose this Agreement to the public or such
20 governmental agency.

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
28 54950).

1 (D) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California
3 Public Records Act (California Government Code, Title 1, Division 10, beginning
4 with section 7920.000) ("CPRA").

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

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

13 10.4 **Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

1 not binding on the County, but the County will give at least 10 days' advance written notice to
2 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
3 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
4 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
5 failure to produce any such records, or failure to cooperate with the County with respect to any
6 County demand for any such records.

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
14 County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The Contractor acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

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1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 12.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Agreement for all purposes, including but not limited to evidentiary proof in any
25 administrative or judicial proceeding, and (2) has the same force and effect as
26 the valid original handwritten signature of that person.
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(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

2 JUSTICE SYSTEM PARTNERS

COUNTY OF FRESNO

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4 

07/14/2025

5 Kate Florio, Executive Vice President



Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

6 P.O. Box 970
7 South Easton, MA 02375

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

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10 By: 
Deputy

11 For accounting use only:

12 Org No.: 34309999
13 Account No.: 7295
Fund No.: 0001
14 Subclass No.: 10000
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Exhibit A

Scope of Services

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2 To fully sustain the implementation of the PSA and for the County to utilize the maximum
3 benefits of integrating the PSA into daily practices, JSP is providing technical assistance, quality
4 assurance, training, and validation to the County. JSP will support the County's effort to fully
5 operationalize the PSA into the day-to-day functioning of the criminal justice system and help
6 implement the updated recommendations of the validation of the PSA assessment both
7 internally and externally.

8
9 JSP will work closely with the County stakeholders, including the Probation Department, to
10 ensure that all parties understand the recommendations of the PSA assessment validation and
11 pretrial best practices. JSP will use the results of the previous validation assessment to inform
12 the validity of the PSA and decision-making framework for the overall population as well as
13 unique subgroups based on legal (types of offenses) and extralegal (race, ethnicity, gender)
14 factors.

15
16 JSP will work closely with an Implementation Team comprised of key stakeholders to help
17 ensure the objectives of this project. Training will be provided for staff and system stakeholders.
18 JSP will continue to monitor and evaluate the efficacy of the PSA and provide guidance to the
19 County and the Probation Department on data collection and help establish a long-term quality
20 improvement process. JSP will conduct a series of training sessions for staff and stakeholders
21 to understand the results and recommendation of the validation studies. JSP will work with the
22 County to adjust policies and practices surrounding the findings and recommendations of the
23 validations.

Exhibit A

1 **JSP will provide the following services under this agreement:**

- 2
- 3 1. Provide training to staff and stakeholders on the findings and recommendations of the
- 4 PSA assessment validations.
- 5 2. Assist in creating policy and procedure recommendations.
- 6 3. Conduct twice-yearly quality assurance reviews, provide feedback, and produce reports
- 7 to ensure consistent and accurate implementation of the pretrial assessment.
- 8 4. Continue to train staff and stakeholders on pretrial best practices. Offer quarterly virtual
- 9 booster sessions to staff as needed.
- 10 5. Provide subject matter expertise and recommendations for enhancing the Pretrial
- 11 Microsoft Power BI dashboard.
- 12 6. Offer timely support in resolving data issues that may arise, working collaboratively
- 13 across multiple stakeholders to identify solutions and implement corrections, with JSP
- 14 providing necessary assistance throughout the resolution process.
- 15 7. Deliver two comprehensive validation reports in Years 2 and 5. The reports will assess
- 16 the PSA's predictive accuracy, examine disparities across demographic groups, and
- 17 track performance metrics. Based on these findings, provide actionable
- 18 recommendations to enhance both accuracy and implementation of the tool.
- 19 8. Continue to monitor the validity of the assessment toll and provide feedback and
- 20 recommendations.
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Exhibit B

Data Security

1 **1. Definitions**

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

3 (A) **“Authorized Employees”** means the Contractor’s employees who have access to
4 Personal Information.

5 (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and
6 all of the Contractor’s subcontractors, representatives, agents, outsourcers, and
7 consultants, and providers of professional services to the Contractor, who have access
8 to Personal Information and are bound by law or in writing by confidentiality obligations
9 sufficient to protect Personal Information in accordance with the terms of this Exhibit B.

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

12 (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer,
13 disseminate, or otherwise provide access to or communicate all or any part of any
14 Personal Information orally, in writing, or by electronic or any other means to any person.

15 (E) **“Person”** means any natural person, corporation, partnership, limited liability company,
16 firm, or association.

17 (F) **“Personal Information”** means any and all information, including any data, provided, or
18 to which access is provided, to the Contractor by or upon the authorization of the
19 County, under this Agreement, including but not limited to vital records, that: (i) identifies,
20 describes, or relates to, or is associated with, or is capable of being used to identify,
21 describe, or relate to, or associate with, a person (including, without limitation, names,
22 physical descriptions, signatures, addresses, telephone numbers, e-mail addresses,
23 education, financial matters, employment history, and other unique identifiers, as well as
24 statements made by or attributable to the person); (ii) is used or is capable of being used
25 to authenticate a person (including, without limitation, employee identification numbers,
26 government-issued identification numbers, passwords or personal identification numbers
27 (PINs), financial account numbers, credit report information, answers to security
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Exhibit B
Data Security

1 questions, and other personal identifiers); or (iii) is personal information within the
2 meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision
3 (e). Personal Information does not include publicly available information that is lawfully
4 made available to the general public from federal, state, or local government records.

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

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

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

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

21 **2. Standard of Care**

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

25 (B) The Contractor acknowledges that Personal Information is deemed to be confidential
26 information of, or owned by, the County (or persons from whom the County receives or
27 has received Personal Information) and is not confidential information of, or owned or by,
28

Exhibit B

Data Security

1 the Contractor, or any Authorized Persons. The Contractor further acknowledges that all
2 right, title, and interest in or to the Personal Information remains in the County (or
3 persons from whom the County receives or has received Personal Information)
4 regardless of the Contractor's, or any Authorized Person's, Use of that Personal
5 Information.

6 (C) The Contractor agrees and covenants in favor of the County that the Contractor shall:

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

10 (ii) Use Personal Information exclusively for the purposes for which the Personal
11 Information is made accessible to the Contractor pursuant to the terms of this
12 Exhibit B;

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

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

20 (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it,

21 or any Authorized Person, is required to disclose Personal Information to government
22 regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be
23 required by applicable law, Contractor shall (i) immediately notify the County of the
24 specific demand for, and legal authority for the disclosure, including providing County
25 with a copy of any notice, discovery demand, subpoena, or order, as applicable,
26 received by the Contractor, or any Authorized Person, from any government regulatory
27 authorities, or in relation to any legal proceeding, and (ii) promptly notify the County
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Exhibit B
Data Security

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

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

9 **3. Information Security**

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

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

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Data Security

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

4 (i) limiting Use of Personal Information strictly to the Contractor's and Authorized
5 Persons' technical and administrative personnel who are necessary for the
6 Contractor's, or Authorized Persons', Use of the Personal Information pursuant to
7 this Agreement;

8 (ii) ensuring that all of the Contractor's connectivity to County computing systems
9 will only be through the County's security gateways and firewalls, and only
10 through security procedures approved upon the express prior written consent of
11 the Director;

12 (iii) to the extent that they contain or provide access to Personal Information, (a)
13 securing business facilities, data centers, paper files, servers, back-up systems
14 and computing equipment, operating systems, and software applications,
15 including, but not limited to, all mobile devices and other equipment, operating
16 systems, and software applications with information storage capability; (b)
17 employing adequate controls and data security measures, both internally and
18 externally, to protect (1) the Personal Information from potential loss or
19 misappropriation, or unauthorized Use, and (2) the County's operations from
20 disruption and abuse; (c) having and maintaining network, device application,
21 database and platform security; (d) maintaining authentication and access
22 controls within media, computing equipment, operating systems, and software
23 applications; and (e) installing and maintaining in all mobile, wireless, or
24 handheld devices a secure internet connection, having continuously updated
25 anti-virus software protection and a remote wipe feature always enabled, all of
26 which is subject to express prior written consent of the Director;

Exhibit B

Data Security

- 1 (iv) encrypting all Personal Information at advance encryption standards of Advanced
2 Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile
3 devices, including but not limited to hard disks, portable storage devices, or
4 remote installation, or (b) transmitted over public or wireless networks (the
5 encrypted Personal Information must be subject to password or pass phrase, and
6 be stored on a secure server and transferred by means of a Virtual Private
7 Network (VPN) connection, or another type of secure connection, all of which is
8 subject to express prior written consent of the Director);
- 9 (v) strictly segregating Personal Information from all other information of the
10 Contractor, including any Authorized Person, or anyone with whom the
11 Contractor or any Authorized Person deals so that Personal Information is not
12 commingled with any other types of information;
- 13 (vi) having a patch management process including installation of all operating system
14 and software vendor security patches;
- 15 (vii) maintaining appropriate personnel security and integrity procedures and
16 practices, including, but not limited to, conducting background checks of
17 Authorized Employees consistent with applicable law; and
- 18 (viii) providing appropriate privacy and information security training to Authorized
19 Employees.

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

25 (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the
26 Contractor's practice to do so more frequently, Personal Information received from the
27 County, and the County shall have immediate, real time access, at all times, to such
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Exhibit B
Data Security

1 backups via a secure, remote access connection provided by the Contractor, through the
2 Internet.

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

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

14 **4. Security Breach Procedures**

15 (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach,
16 the Contractor shall (i) notify the Director of the Security Breach, such notice to be given
17 first by telephone at the following telephone number, followed promptly by email at the
18 following email address: (559) 600-6200 / servicedesk@fresnocountyca.gov (which
19 telephone number and email address the County may update by providing notice to the
20 Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized
21 Person to preserve all relevant evidence) relating to the Security Breach. The notification
22 shall include, to the extent reasonably possible, the identification of each type and the
23 extent of Personal Information that has been, or is reasonably believed to have been,
24 breached, including but not limited to, compromised, or subjected to unauthorized Use,
25 Disclosure, or modification, or any loss or destruction, corruption, or damage.

26 (B) Immediately following the Contractor's notification to the County of a Security Breach, as
27 provided pursuant to section 4(A) of this Exhibit B, the Parties shall coordinate with each
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Data Security

1 other to investigate the Security Breach. The Contractor agrees to fully cooperate with
2 the County, including, without limitation:

- 3 (i) assisting the County in conducting any investigation;
- 4 (ii) providing the County with physical access to the facilities and operations
5 affected;
- 6 (iii) facilitating interviews with Authorized Persons and any of the Contractor's other
7 employees knowledgeable of the matter; and
- 8 (iv) making available all relevant records, logs, files, data reporting and other
9 materials required to comply with applicable law, regulation, industry standards,
10 or as otherwise reasonably required by the County.

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

16 (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable
17 belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that
18 notification, the Contractor shall promptly address such Privacy Practices Complaint,
19 including taking any corrective action under this Exhibit B, all at the Contractor's sole
20 expense, in accordance with applicable privacy rights, laws, regulations and standards.
21 In the event the Contractor discovers a Security Breach, the Contractor shall treat the
22 Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's
23 receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the
24 County whether the matter is a Security Breach, or otherwise has been corrected and
25 the manner of correction, or determined not to require corrective action and the reason
26 for that determination.

Exhibit B
Data Security

1 (D) The Contractor shall take prompt corrective action to respond to and remedy any
2 Security Breach and take mitigating actions, including but not limiting to, preventing any
3 reoccurrence of the Security Breach and correcting any deficiency in Security
4 Safeguards as a result of such incident, all at the Contractor's sole expense, in
5 accordance with applicable privacy rights, laws, regulations and standards. The
6 Contractor shall reimburse the County for all reasonable costs incurred by the County in
7 responding to, and mitigating damages caused by, any Security Breach, including all
8 costs of the County incurred relation to any litigation or other action described section
9 4(E) of this Exhibit B.

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

13 **5. Oversight of Security Compliance**

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

17 (B) Upon the County's written request, to confirm the Contractor's compliance with this
18 Exhibit B, as well as any applicable laws, regulations and industry standards, the
19 Contractor grants the County or, upon the County's election, a third party on the
20 County's behalf, permission to perform an assessment, audit, examination or review of
21 all controls in the Contractor's physical and technical environment in relation to all
22 Personal Information that is Used by the Contractor pursuant to this Agreement. The
23 Contractor shall fully cooperate with such assessment, audit or examination, as
24 applicable, by providing the County or the third party on the County's behalf, access to
25 all Authorized Employees and other knowledgeable personnel, physical premises,
26 documentation, infrastructure and application software that is Used by the Contractor for
27 Personal Information pursuant to this Agreement. In addition, the Contractor shall
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Exhibit B
Data Security

1 provide the County with the results of any audit by or on behalf of the Contractor that
2 assesses the effectiveness of the Contractor's information security program as relevant
3 to the security and confidentiality of Personal Information Used by the Contractor or
4 Authorized Persons during the course of this Agreement under this Exhibit B.

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

11 **6. Return or Destruction of Personal Information.** Upon the termination of this Agreement,
12 the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County
13 all Personal Information, whether in written, electronic or other form or media, in its possession
14 or the possession of such Authorized Persons, in a machine readable form used by the County
15 at the time of such return, or upon the express prior written consent of the Director, securely
16 destroy all such Personal Information, and certify in writing to the County that such Personal
17 Information have been returned to the County or disposed of securely, as applicable. All
18 Personal Information shall be returned to County within 60 days of termination of this
19 Agreement. If the Contractor is authorized to dispose of any such Personal Information, as
20 provided in this Exhibit B, such certification shall state the date, time, and manner (including
21 standard) of disposal and by whom, specifying the title of the individual. The Contractor shall
22 comply with all reasonable directions provided by the Director with respect to the return or
23 disposal of Personal Information and copies of Personal Information. If return or disposal of
24 such Personal Information or copies of Personal Information is not feasible, the Contractor shall
25 notify the County according, specifying the reason, and continue to extend the protections of
26 this Exhibit B to all such Personal Information and copies of Personal Information. The
27 Contractor shall not retain any copy of any Personal Information after returning or disposing of
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1 Personal Information as required by this section 6. The Contractor's obligations under this
2 section 6 survive the termination of this Agreement and apply to all Personal Information that
3 the Contractor retains if return or disposal is not feasible and to all Personal Information that the
4 Contractor may later discover.

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

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

1 County. The provisions of this section 8 are cumulative to any other obligation of the Contractor
2 to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The
3 provisions of this section 8 shall survive the termination of this Agreement.

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

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

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

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Exhibit C

Compensation

The Contractor shall receive compensation for services rendered as outlined in this Exhibit C.

The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

The annual cost shall not exceed the specified yearly maximum stated below. The description of services 1 through 8 can be found in Exhibit A, page A-2.

Year	Services	Annual Maximum Compensation
Year 1	Services 1-6 and 8	\$ 52,500.00
Year 2	Services 1-8	\$ 117,500.00
Year 3	Services 1-6 and 8	\$ 52,500.00
Year 4	Services 1-6 and 8	\$ 52,500.00
Year 5	Services 1-8	\$ 117,500.00
Total		\$ 392,500.00

Salaries & Benefits: Compensation will be based on the actual number of hours worked during the billing period for employees listed under this agreement. Hourly rates associated with the employee title are listed below.

The number of hours provided are an estimate and may vary. In the event an additional position is needed, the maximum compensation for the agreement still applies

Title	Hourly Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Total Hours
Executive Advisor	\$ 225.00	24	32	24	24	32	136
Research Director	\$ 185.00	24	40	24	24	40	152
PSA Implementation Specialist	\$ 150.00	261	325	261	261	325	1433
Research Analyst	\$ 150.00	24	316	24	24	316	704
Research Support	\$ 85.00	0	78	0	0	78	156

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) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (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 but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit B of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose

Exhibit D

data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

Exhibit D

- (v) The technology professional liability 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.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires 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.

Exhibit D

(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.

Exhibit E

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 E

(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:	