

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated January 6, 2026 and is between Turning Point of Central California Inc., a California non-profit 501 (c)(3) corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On October 14, 2022, the Board of State and Community Corrections (BSCC) released a Request for Proposals (RFP) for the Edward Byrnes Memorial Justice Assistance Grant (JAG) Program. On December 2, 2022, the County submitted its proposal to the BSCC. On April 13, 2023, at the BSCC Board Meeting, the County was recommended and approved for JAG funds. On May 25, 2023, BSCC notified the County of the award for funding. The Board of Supervisors approved the JAG Grant Agreement on July 18, 2023. The BSCC returned the fully executed Grant Agreement on August 25, 2023.

B. To fulfill the goals and requirement of the JAG Grant Agreement, the County has identified the need for an adult reentry employment readiness program for individuals under Probation’s supervision, including participants in the JAG Adult Re-entry Planning Program (ARPP). ARPP is designed to facilitate successful reentry into the community after release from custody, thereby reducing gang involvement and increasing public safety. The purpose of the re-entry employment readiness services program is to reduce recidivism among formerly incarcerated individuals by providing comprehensive employment readiness services. By equipping participants with the necessary skills, resources, and support, the program aims to facilitate successful reintegration into the workforce and promote long-term sustainability.

C. On July 4, 2025, the County issued RFP #26-008, which solicited bids from qualified vendors to provide an adult re-entry employment readiness program for adults on probation.

D. Five proposals were received in response to the RFP, which were reviewed by a panel of three. The review panel recommended to award services to the Contractor, and the Probation Department concurred with the recommendation.

1 E. The Contractor represents that it can satisfactorily provide the services described in this  
2 Agreement, pursuant to the terms of the Agreement.

3 The parties therefore agree as follows:

## 4 **Article 1**

### 5 **Contractor's Services**

6 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
7 Exhibit A to this Agreement, titled "Scope of Services."

8 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
9 able to perform all of the services provided in this Agreement.

10 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
11 applicable federal, state, and local laws and regulations in the performance of its obligations  
12 under this Agreement, including but not limited to workers compensation, labor, and  
13 confidentiality laws and regulations.

14 1.4 **Compliance with Board of State and Community Corrections Grant Award**  
15 **Conditions.** The Contractor shall comply with all applicable general and special terms,  
16 conditions, and requirements of the JAG Grant Agreement imposed on the subcontractors not  
17 contained in this Agreement or identified by the County, and incorporated by this reference.

18 1.5 **Confidential Information.** Contractor shall comply with all provisions of Exhibit C,  
19 Data Security, attached and incorporated by this reference.

20 1.6 **Meetings.** Contractor shall participate in meetings with Probation staff. These  
21 meetings include but shall not be limited to monthly, quarterly or as needed to review evaluate  
22 and address program needs and operations, participant progress, performance data, and/or any  
23 issues that may affect service delivery.

## 24 **Article 2**

### 25 **Records and Reporting**

26 2.1 The Contractor shall submit the following reports and data, in a format approved by  
27 the County and consistent with the data and reporting requirements described in Exhibit A  
28 Section 9 (Data and Reporting):

1 (A) **Reports.** Contractor shall maintain a computerized database and collect, at a  
2 minimum, data on participant demographic, program enrollment, participation, and exit  
3 status as outlined in Exhibit A, Section 9 (Data and Reporting), and any other relevant  
4 data, as determined by the Chief Probation Officer or his or her designee. Reports will  
5 reflect the training, supportive services accessed, and other steps that program  
6 participants are taking towards their long-term goals. The Contractor shall monitor the  
7 data collection to ensure the quality of the data provided is complete and accurate, and  
8 shall submit required reports to the County on a monthly basis, and promptly correct any  
9 errors identified by the County.

10 (B) **Records.** The Contractor shall keep a detailed record for each participant,  
11 including at a minimum, identifying information, probation number, assessed needs,  
12 progress, and actions taken to connect the participant with supportive services.  
13 Contractor will submit summaries of all participant program requirements and referrals  
14 with the monthly invoice using the data set and report formats approved by the County.

15 (C) **Upon request by the County.** Contractor must provide additional reports within  
16 a reasonable period of time including, but not limited to, supplemental information  
17 related to Contractor's performance of this Agreement, including specific statistical  
18 information or performance-based data reports that may be required by Probation,  
19 and/or other applicable laws or regulations.

## 20 **Article 3**

### 21 **County's Responsibilities**

22 3.1 The County shall provide referrals for participants to receive contracted services, as  
23 described in Exhibit A.

24 3.2 The County shall compensate Contractor for satisfactorily provided services and  
25 reimburse Contractor for allowable, reasonable, and necessary expenses incurred, as provided  
26 under Article 4, "Compensation, Invoices, and Payments," of this Agreement.

1 **Article 4**

2 **Compensation, Invoices, and Payments**

3 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
4 the performance of its services under this Agreement, as described in Exhibit B to this  
5 Agreement, which is attached and incorporated by this reference.

6 4.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
7 under this Agreement is \$28,849. In no event shall the total maximum compensation for all  
8 services performed under this Agreement exceed \$28,849. The Contractor acknowledges that  
9 the County is a local government entity, and does so with notice that the County's powers are  
10 limited by the California Constitution and by State law, and with notice that the Contractor may  
11 receive compensation under this Agreement only for services performed according to the terms  
12 of this Agreement and while this Agreement is in effect, and subject to the maximum amount  
13 payable under this section. The Contractor further acknowledges that County employees have  
14 no authority to pay the Contractor except as expressly provided in this Agreement.

15 4.3 **Invoices.** The Contractor shall submit monthly invoices electronically to 1)  
16 [ProbationInvoices@fresnocountyca.gov](mailto:ProbationInvoices@fresnocountyca.gov) and 2) [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov) . Each  
17 invoice shall clearly and specifically identify this Agreement number, the billing period the  
18 services provided, the number of participants for the specified billing period, and the amount  
19 due for compensation, as defined in Exhibit B. Contractor shall include financial supporting  
20 documentation sufficient to substantiate amounts billed, which may include, but is not limited to,  
21 payroll or timekeeping records for funded positions and receipts or invoices for any  
22 reimbursable operating costs. Contractor shall submit each invoice within 30 days after the  
23 month in which the Contractor performs services and in any case within 30 days after the end of  
24 the term or termination of this Agreement.

25 4.4 **Payment.** The County shall pay each correctly completed and timely submitted  
26 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
27 address specified in the invoice.

1 4.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
2 expenses that are not specified as payable by the County under this Agreement.

3 **Article 5**

4 **Term of Agreement**

5 5.1 **Term.** This Agreement is effective on February 1, 2026 and terminates on June 30,  
6 2026, except as provided in Article 7, "Termination and Suspension," below.

7 **Article 6**

8 **Notices**

9 6.1 **Contact Information.** The persons and their addresses having authority to give and  
10 receive notices provided for or permitted under this Agreement include the following:

11 **For the County:**

12 Chief Probation Officer  
13 County of Fresno  
14 3333 E. American Ave., Suite B  
15 Fresno, CA 93725  
16 [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov)

17 **For the Contractor:**

18 Chief Executive Officer  
19 PO Box 7447  
20 Visalia, CA 93290

21 6.2 **Change of Contact Information.** Either party may change the information in section  
22 6.1 by giving notice as provided in section 6.3.

23 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
24 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
25 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
26 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
27 Document Format (PDF) document attached to an email.

28 (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 or by PDF document  
6 attached to an email is effective when transmission to the recipient is completed (but, if  
7 such transmission is completed outside of County business hours, then such delivery is  
8 deemed to be effective at the next beginning of a County business day), provided that  
9 the sender maintains a machine record of the completed transmission.

10 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
11 nothing in this Agreement establishes, waives, or modifies any claims presentation  
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
13 of Title 1 of the Government Code, beginning with section 810).

## 14 **Article 7**

### 15 **Termination and Suspension**

16 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
17 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
18 are not allocated, then the County, upon at least 30 days' advance written notice to the  
19 Contractor, may:

- 20 (A) Modify the services provided by the Contractor under this Agreement; or
- 21 (B) Terminate this Agreement.

### 22 **7.2 Termination for Breach.**

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

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

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

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

7 **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
8 County may terminate this Agreement by giving at least 30 days advance written notice to the  
9 Contractor.

10 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
11 under this Article 7 is without penalty to or further obligation of the County.

12 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article  
13 7, the County may demand repayment by the Contractor of any monies disbursed to the  
14 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
15 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
16 demand. This section survives the termination of this Agreement.

## 17 **Article 8**

### 18 **Independent Contractor**

19 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
20 agents, employees, and volunteers, is at all times acting and performing as an independent  
21 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
22 venturer, partner, or associate of the County.

23 **8.2 Verifying Performance.** The County has no right to control, supervise, or direct the  
24 manner or method of the Contractor's performance under this Agreement, but the County may  
25 verify that the Contractor is performing according to the terms of this Agreement.

26 **8.3 Benefits.** Because of its status as an independent contractor, the Contractor has no  
27 right to employment rights or benefits available to County employees. The Contractor is solely  
28 responsible for providing to its own employees all employee benefits required by law. The

1 Contractor shall save the County harmless from all matters relating to the payment of  
2 Contractor's employees, including compliance with Social Security withholding and all related  
3 regulations.

4 8.4 **Services to Others.** The parties acknowledge that, during the term of this  
5 Agreement, the Contractor may provide services to others unrelated to the County.

## 6 **Article 9**

### 7 **Indemnity and Defense**

8 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
9 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
10 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
11 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
12 the performance or failure to perform by the Contractor (or any of its officers, agents,  
13 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
14 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
15 defend the County.

16 9.2 **Survival.** This Article 9 survives the termination or expiration of this Agreement.

## 17 **Article 10**

### 18 **Insurance**

19 10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
20 Agreement.

## 21 **Article 11**

### 22 **Inspections, Audits, and Public Records**

23 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
24 the County may examine at any time during business hours and as often as the County deems  
25 necessary, all of the Contractor's records and data with respect to the matters covered by this  
26 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
27 request by the County, permit the County to audit and inspect all of such records and data to  
28 ensure the Contractor's compliance with the terms of this Agreement.

1        11.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
4 years after final payment under this Agreement. This section survives the termination of this  
5 Agreement.

6        11.3 **Public Records.** The County is not limited in any manner with respect to its public  
7 disclosure of this Agreement or any record or data that the Contractor may provide to the  
8 County. The County's public disclosure of this Agreement or any record or data that the  
9 Contractor may provide to the County may include but is not limited to the following:

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

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

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

20            (D) This Agreement, and any record or data that the Contractor may provide to the  
21 County, is subject to public disclosure as a public record under the California Public  
22 Records Act (California Government Code, Title 1, Division 10, beginning with section  
23 7920.000) ("CPRA").

24            (E) This Agreement, and any record or data that the Contractor may provide to the  
25 County, is subject to public disclosure as information concerning the conduct of the  
26 people's business of the State of California under California Constitution, Article 1,  
27 section 3, subdivision (b).  
28

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

5 **11.4 Public Records Act Requests.** If the County receives a written or oral request  
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
7 and which the County has a right, under any provision of this Agreement or applicable law, to  
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
9 County, for purposes of public disclosure, the requested records that may be in the possession  
10 or control of the Contractor. Within five business days after the County's demand, the  
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
12 possession or control, together with a written statement that the Contractor, after conducting a  
13 diligent search, has produced all requested records that are in the Contractor's possession or  
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
15 diligent search, does not possess or control any of the requested records. The Contractor shall  
16 cooperate with the County with respect to any County demand for such records. If the  
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
19 exemption by citation to specific legal authority within the written statement that it provides to  
20 the County under this section. The Contractor's assertion of any exemption from disclosure is  
21 not binding on the County, but the County will give at least 10 days' advance written notice to  
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
25 failure to produce any such records, or failure to cooperate with the County with respect to any  
26 County demand for any such records.

1 **Article 12**

2 **Disclosure of Self-Dealing Transactions**

3 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,  
4 or changes its status to operate as a corporation.

5 12.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
7 “Self-Dealing Transaction Disclosure Form” (Exhibit E to this Agreement) and submitting it to the  
8 County before commencing the transaction or immediately after.

9 12.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
10 a party and in which one or more of its directors, as an individual, has a material financial  
11 interest.

12 **Article 13**

13 **General Terms**

14 13.1 **Modification.** Except as provided in Article 7, “Termination and Suspension,” this  
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
16 by both parties. The Contractor acknowledges that County employees have no authority to  
17 modify this Agreement except as expressly provided in this Agreement.

18 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
19 under this Agreement without the prior written consent of the other party.

20 13.3 **Governing Law.** The laws of the State of California govern all matters arising from  
21 or related to this Agreement.

22 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
23 County, California. Contractor consents to California jurisdiction for actions arising from or  
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
25 brought and maintained in Fresno County.

26 13.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
2 against either party.

3 13.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 13.7 **Headings.** The headings and section titles in this Agreement are for convenience  
5 only and are not part of this Agreement.

6 13.8 **Severability.** If anything in this Agreement is found by a court of competent  
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original  
10 intent.

11 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
16 all applicable State of California and federal statutes and regulation.

17 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
19 performance of any continuing or other obligation of the Contractor and does not prohibit  
20 enforcement by the County of any obligation on any other occasion.

21 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
22 between the Contractor and the County with respect to the subject matter of this Agreement,  
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
24 publications, and understandings of any nature unless those things are expressly included in  
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
28 exhibits.

1 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
2 create any rights or obligations for any person or entity except for the parties.

3 13.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

9 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
10 electronic signature as provided in this section.

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

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
17 equivalent to a valid original handwritten signature of the person signing this Agreement  
18 for all purposes, including but not limited to evidentiary proof in any administrative or  
19 judicial proceeding, and (2) has the same force and effect as the valid original  
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section  
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
23 Part 2, Title 2.5, beginning with section 1633.1).

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

13.15 **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]

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

TURNING POINT OF CENTRAL  
CALIFORNIA INC.

COUNTY OF FRESNO

*Ryan Banks*

\_\_\_\_\_  
Ryan Banks, Chief Executive Officer

P.O. Box 7447  
Visalia, CA 93290

*Garry Bredfeld*

\_\_\_\_\_  
Garry Bredfeld, Chairman of the Board of  
Supervisors of the County of Fresno

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

By: *Alvina Vini*  
\_\_\_\_\_  
Deputy

For accounting use only:

Org No.: 34321975  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

### 1. Background

- a. In order to fulfill grant goals and requirements by the JAG Grant Agreement, the County must provide reentry employment readiness services to the JAG population. The goal of the program is to reduce recidivism among individuals under Probation supervision by providing comprehensive, evidence-based employment readiness services and supportive services that increase job placement, retention, and long-term self-sufficiency.

### 2. Target Population

- a. The JAG population consists of individuals currently on supervision who were previously committed to the Fresno County Jail for at least sixty days.
- b. The target demographic is individuals who are between 18-40 years of age, affiliated or previously affiliated with a gang, and with a medium to high risk to reoffend.

### 3. Referrals

- a. Participant referrals will be made by the JAG Deputy Probation Officer, Assistant Deputy Chief Probation Officer, and/or the Contractor performing case management services.
- b. Contractor shall acknowledge receipt of referrals in a manner and timeframe approved by Probation and shall notify Probation when referred participants engage in services, decline services, or cannot be contacted.

### 4. Location of Services

- a. Services will be provided at the Contractor's First Street Center, located at 3636 N. First St., Fresno, CA 93726
- b. Contractor shall notify the Probation Department in writing at least thirty (30) calendar days prior to any change in the primary service location identified in this section.

## Exhibit A

1 c. Services under this program will be primarily delivered in person to ensure direct  
2 engagement, personalized support and continuity of care. However, Contractor  
3 may provide virtual services when appropriate.

4 d. Contractor's site shall dedicate a semi-private area to utilize for individualized  
5 case management and an appropriately sized room to provide job readiness  
6 training, educational support, and entrepreneurship support.

### 7 **5. Hours of Operation**

8 a. Contractor's office hours are Monday through Friday, 8am –5pm.

9 b. Services will be made available after hours upon request, to assist clients with  
10 employment needs, outside of typical business hours.

### 11 **6. Description of Services**

12 a. Contractor shall provide evidence-based employment readiness services to  
13 individuals under supervision as referred by the Probation Department

14 b. Employment Readiness Services shall include but are not limited to the following:

15 i. Needs Assessment and Goal Setting: Conduct comprehensive  
16 assessments to identify participant's strengths, skills, interests, and  
17 employment barriers.

18 ii. Career Exploration and Development: Explore employment and  
19 entrepreneurship opportunities aligned with individual strengths and  
20 interest. Provide guidance on resume building, job search strategies, and  
21 interview preparation.

22 iii. Behavioral Health Support: Offer behavior modification techniques,  
23 including cognitive behavioral therapy, to address criminogenic thinking  
24 and improve decision-making.

25 iv. Case Management Support: Provide ongoing case management support,  
26 including resource referrals, job placement assistance, monitoring of  
27 participant progress, and support individuals in their transition back into  
28 the community.

## Exhibit A

- v. Job Readiness Training: Implement programs to enhance job-seeking skills, acquire marketable job skills, and improve the chances of successful employment outcomes.
  - vi. Entrepreneurship Support: Provide resource and guidance for individuals interested in starting their own business.
  - vii. Educational Support: Offer remedial education in basic English and math for those who require it.
  - viii. Employer Partnership: Develop and maintain relationships with employers willing to hire participants.
  - ix. Community Resource Connections: Connect participants with relevant community-based organizations offering employment services and other support.
  - x. Community Reintegration: Refer participants to peer support groups, mentoring programs, and community engagement activities to focus on job retention, healthy relationships, and pro-social behavior.
  - xi. Ongoing Employment Support: Once employment is secured, participant will receive continued support to navigate workplace challenges, maintain job performance, and pursue career advancement.
- c. Participants who remain inactive for a span of three consecutive months shall be removed from the roster.

### 7. Staffing

- a. Contractor shall ensure that all staff employed in the performance of this Agreement possess the required education, experience, expertise, skills, and professional competence to perform their duties.
- b. Contractor shall provide culturally and linguistically competent staff to provide services to the diverse community, including multilingual staff and/or translation services as needed.

## Exhibit A

1 c. Contractor shall provide, at minimum, the following staff dedicated to the  
2 performance of this Scope of Work:

- 3 • Case Manager/Employment Specialist – The Case Manager will  
4 supervise participants in their activities and in their progress toward goals  
5 while also providing direct services to participants.
- 6 • Job Developer – The Job Developer will assist clients with employment  
7 development and services.
- 8 • Administrative Assistant – The Administrative Assistant will assist in  
9 coordinating referrals, billing, data collection and reporting.

### 10 8. Outcomes

11 a. The goal for employment readiness services is to reduce recidivism among the  
12 participants by equipping them with necessary skills, resources, and support.

13 b. Contractor's program goals, associated objectives, and outcomes are as follows:

14 i. Increase Employment: Contractor shall provide services designed to  
15 increase employment among individuals supervised by Probation.

16 Outcomes will be measured by, at minimum:

- 17 • Number and percentage of participants who obtained employment  
18 during program participant or within a defined follow-up period  
19 (e.g., within ninety (90) days of program exit); and
- 20 • Number and percentage of employed participants who retain  
21 employment for at least thirty (30) and ninety (90) days.

22 ii. Improve Employment Readiness: Contractor shall provide job-readiness  
23 and support services to increase participant's preparedness for  
24 employment. Outcomes will be measured by, at minimum:

- 25 • Number and percentage of participants with an individualized  
26 employment plan completed within thirty (30) days of enrollment;
- 27 • Number and percentage of participants who completed a resume  
28 and at least one mock interview; and



## Exhibit A

- 1                   iii. Employment Outcomes: Number and percentage of participants who
- 2                   obtained employment during the reporting month.
- 3                   iv. Program Satisfaction: Summary of participant feedback on the overall
- 4                   quality and accessibility of the program, based on surveys or other tools
- 5                   approved by the County (e.g., response rate, average satisfaction
- 6                   scores).
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# Exhibit B

## Compensation

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

The hourly rate listed in the table represents the maximum allowable billing rates for each personnel category under this agreement. Annual totals are estimates based on projected service hours and FTE allocations. The Contractor shall invoice based on actual service hours provided, billed at or below the approved hourly rates.

Salaries and Benefits	
Personnel Titles	Year 1
Case Manager/Employment Specialist	\$ 36.99
Job Developer	\$ 35.39
Administrative Assistant	\$ 33.88

# Exhibit C

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit C 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 C.
- (C) **“Director”** means the County’s Probation Chief or designees.
- (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 M.
- (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 C.

## Exhibit C

- (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 C;
  - (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

## Exhibit C

before such Personal Information is offered by the 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 C, 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)

## Exhibit C

employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or 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, all of which is subject to express prior written consent of the Director;

- (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 C. 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

## Exhibit C

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.

- (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) Immediately 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 addresses and telephone numbers: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), (559) 600-5900, (559) 600-4645 and [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@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 C, 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) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) 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 C, all at the Contractor's sole

## Exhibit C

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 24 hours 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 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 C.
- (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 C, 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 all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. 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 C.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit C 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.

## Exhibit C

**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 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 C, 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 C 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 C 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 C 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 C 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.

## Exhibit C

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

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

# 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) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **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.

## Exhibit D

**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 C of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to 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](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

## Exhibit D

- (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.
  - (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,

## Exhibit D

and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

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

# 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

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