

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 Generational Changes, Inc, a California Corporation, whose address is 2409 Merced Street  
4 #106, Fresno CA 93721, ("Contractor"), and the County of Fresno, a political subdivision of the  
5 State of California ("County").

6 **Recitals**

7 General Relief is a County funded program that provides cash or in-kind services to needy  
8 individuals and childless couples who are not eligible for assistance under any other categorical  
9 aid program. Grants are intended to assist with the costs of food, shelter, personal needs and  
10 other living expenses. To qualify, applicants must be employable and incapacitated.

11 A. County, through its Department of Social Services (DSS), desires that its General Relief  
12 applicants and recipients without access to mental health care be referred to Contractor for  
13 determination of the individual's ability to be gainfully employed and duration of any mental  
14 health incapacity; and

15 B. County issued Request for Proposal (RFP) No. 26-040 for Mental Health Incapacity  
16 Assessments for General Relief Clients; and

17 C. Contractor responded to said RFP and was selected to provide services in accordance  
18 with the RFP and Contractor's response; and

19 D. Contractor employs licensed and registered mental health personnel with experience  
20 and ability to provide mental health incapacity assessments pursuant to the terms and  
21 conditions of this Agreement.

22 The parties therefore agree as follows:

23 **Article 1**

24 **Contractor's Services**

25 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
26 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and  
27 program expenses detailed in Exhibit B, titled "Compensation."  
28

1 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
2 able to perform all of the services provided in this Agreement.

3 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
4 applicable federal, state, and local laws and regulations in the performance of its obligations  
5 under this Agreement, including but not limited to workers compensation, labor, and  
6 confidentiality laws and regulations.

7 **Article 2**

8 **County's Responsibilities**

9 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled  
10 "Scope of Services."

11 **Article 3**

12 **Compensation, Invoices, and Payments**

13 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
14 the performance of its services under this Agreement as described in this section. The County  
15 agrees to pay, and the Contractor agrees to receive, compensation for the performance of its  
16 services under this Agreement as described in Exhibit B to this Agreement, titled  
17 "Compensation."

18 3.2 The services provided by the Contractor under this Agreement are funded in whole  
19 or in part by the State of California and/or the United States Federal government. In the event  
20 that funding for these services is delayed by the State Controller or the Federal government, the  
21 County may defer payment to the Contractor. The amount of the deferred payment shall not  
22 exceed the amount of funding delayed to the County. The period of time of the deferral by the  
23 County shall not exceed the period of time of the State Controller's or Federal government's  
24 delay of payment to County plus forty-five (45) days.

25 3.3 **Maximum Compensation.** The maximum compensation payable to the Contractor  
26 under this Agreement is Four Hundred Fifty Thousand and No/100 dollars  
27 (\$450,000).

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1       3.4     The Contractor acknowledges that the County is a local government entity, and does  
2 so with notice that the County's powers are limited by the California Constitution and by State  
3 law, and with notice that the Contractor may receive compensation under this Agreement only  
4 for services performed according to the terms of this Agreement and while this Agreement is in  
5 effect, and subject to the maximum amount payable under this section. The Contractor further  
6 acknowledges that County employees have no authority to pay the Contractor except as  
7 expressly provided in this Agreement.

8       3.5     **Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst  
9 to: [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). The Contractor shall submit each invoice within 30 days  
10 following the month in which expenses were incurred and services rendered, and in any case  
11 within 60 days after the end of the term or termination of this Agreement. Contractor shall  
12 submit invoices to the County each month with a detailed general ledger (GL), itemizing costs  
13 incurred in the previous month, along with supporting documentation of costs. Failure to submit  
14 GL reports and supporting documentation shall be deemed sufficient cause for County to  
15 withhold payments until there is compliance, as further described in Section 3.7 herein.  
16 Supporting documentation shall include but is not limited to receipts, invoices received, and  
17 documented administrative / overhead costs. No reimbursement of services shall be made until  
18 invoices, reports and outcomes are received, reviewed and approved by County's DSS. Proof of  
19 payment may be required for certain funding streams and will be made available by the  
20 Contractor as requested by the County.

21       3.6     **Payment.** The County shall pay each correctly completed and timely submitted  
22 invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or  
23 detail, County's DSS Director or designee shall have the right to withhold payment as to only  
24 that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or  
25 email correspondence to Contractor. The County shall remit any payment to the Contractor's  
26 address specified in the invoice.

27       3.7     **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
28 expenses that are not specified as payable by the County under this Agreement.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2026, and terminates on June 30, 2028,  
4 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 three,  
7 one-year periods only upon written approval of both parties at least 30 days before the first day  
8 of the next one-year extension period. The County's DSS Director 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 Director of Department of Social Services  
19 County of Fresno  
20 P.O. Box 1912  
21 Fresno, CA 93718

22 **For the Contractor:**  
23 CEO  
24 Generational Changes, Inc  
25 2409 Merced Street, #106  
26 Fresno, CA 93721

27 5.2 **Change of Contact Information.** Either party may change the information in section  
28 5.1 by giving notice as provided in section 5.3.

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

1 an overnight commercial courier service or by a Portable Document Format (PDF) document  
2 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, addressed to the  
6 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, addressed to  
10 the recipient.

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

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
17 nothing in this Agreement establishes, waives, or modifies any claims presentation  
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
19 of Title 1 of the Government Code, beginning with section 810).

## 20 **Article 6**

### 21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
24 are not allocated, then the County, upon at least 30 days' advance written notice to the  
25 Contractor, may:

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

27 (B) Terminate this Agreement.

28 6.2 **Termination for Breach.**

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

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

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

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

13 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
14 County or Contractor may terminate this Agreement by giving at least thirty (30) days advance  
15 written notice to the Contractor.

16 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
17 under this Article 6 is without penalty to or further obligation of the County.

18 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
19 6, the County may demand repayment by the Contractor of any monies disbursed to the  
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
22 demand. This section survives the termination of this Agreement.

## 23 **Article 7**

### 24 **Independent Contractor**

25 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
26 agents, employees, and volunteers, is at all times acting and performing as an independent  
27 Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
28 venturer, partner, or associate of the County.

1 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
2 manner or method of the Contractor's performance under this Agreement, but the County may  
3 verify that the Contractor is performing according to the terms of this Agreement.

4 7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no  
5 right to employment rights or benefits available to County employees. The Contractor is solely  
6 responsible for providing to its own employees all employee benefits required by law. The  
7 Contractor shall save the County harmless from all matters relating to the payment of  
8 Contractor's employees, including compliance with Social Security withholding and all related  
9 regulations.

10 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
11 Agreement, the Contractor may provide services to others unrelated to the County.

12 **Article 8**

13 **Indemnity and Defense**

14 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
15 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
16 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
17 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
18 the performance or failure to perform by the Contractor (or any of its officers, agents,  
19 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
20 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
21 defend the County.

22 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

23 **Article 9**

24 **Insurance**

25 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
26 Agreement.

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1 **Article 10**

2 **Inspections, Audits, Record Maintenance, 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 **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or  
15 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an  
16 annual audit in accordance with the requirements of the Single Audit Standards as set forth in  
17 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.  
18 Contractor shall submit said audit and management letter to County. The audit must include a  
19 statement of findings or a statement that there were no findings. If there were negative findings,  
20 Contractor must include a corrective action signed by an authorized individual. Contractor  
21 agrees to take action to correct any material non-compliance or weakness found as a result of  
22 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine  
23 (9) months of the end of any fiscal year in which funds were expended and/or received for the  
24 program. Failure to perform the requisite audit functions as required by this Agreement may  
25 result in County performing the necessary audit tasks, or at County's option, contracting with a  
26 public accountant to perform said audit, or may result in the inability of County to enter into  
27 future agreements with Contractor. All audit costs related to this Agreement are the sole  
28 responsibility of Contractor.

1       **10.4 Program Audit Requirements.** A single audit report is not applicable if all  
2 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement  
3 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a  
4 program audit must be performed and a program audit report with management letter shall be  
5 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.  
6 Said audit report shall be delivered to County's DSS, Administration, for review no later than  
7 nine (9) months after the close of the fiscal year in which the funds supplied through this  
8 Agreement are expended. Failure to comply with this Act may result in County performing the  
9 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit  
10 costs related to this Agreement are the sole responsibility of Contractor who agrees to take  
11 corrective action to eliminate any material noncompliance or weakness found as a result of  
12 such audit. Audit work performed by County under this paragraph shall be billed to the  
13 Contractor at County cost, as determined by County's Auditor-  
14 Controller/Treasurer-Tax Collector.

15       **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain  
16 records in accordance with those requirements prescribed by County, with respect to all matters  
17 covered by this Agreement. Contractor shall retain all fiscal books, account records and client  
18 files for services performed under this Agreement for at least five (5) years from date of final  
19 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
20 year, whichever is later.

21           (A) Cost Documentation. Contractor agrees to maintain records to verify costs under  
22 this Agreement including a General Ledger, properly executed payrolls, time records,  
23 invoices, vouchers, orders, proof of payment, and any other accounting documents  
24 pertaining in whole or in part to this Agreement and they shall be clearly identified and  
25 readily accessible. The support documentation must indicate the line budget account  
26 number to which the cost is charged.

27           (B) Service Documentation. Contractor agrees to maintain records to verify services  
28 under this Agreement including names and addresses of clients served, if applicable,

1 and the dates of service and a description of services provided on each occasion. These  
2 records and any other documents pertaining in whole or in part to this Agreement shall  
3 be clearly identified and readily accessible.

4 (C) County shall notify Contractor in writing within thirty (30) days of any potential  
5 State or Federal audit exception discovered during an examination. Where findings  
6 indicate that program requirements are not being met and State or Federal participation  
7 in this program may be imperiled in the event that corrections are not accomplished by  
8 Contractor within thirty (30) days of receipt of such notice from County, written  
9 notification thereof shall constitute County's intent to terminate this Agreement.

10 **10.6 Public Records.** The County is not limited in any manner with respect to its public  
11 disclosure of this Agreement or any record or data that the Contractor may provide to the  
12 County. The County's public disclosure of this Agreement or any record or data that the  
13 Contractor may provide to the County may include but is not limited to the following:

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

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

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

24 (D) This Agreement, and any record or data that the Contractor may provide to the  
25 County, is subject to public disclosure as a public record under the California Public  
26 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
27 with section 6250) ("CPRA").

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

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

9 (G) Notwithstanding sections A-F above, any information protected by law shall not  
10 be subject to public disclosure.

11 **10.7 Public Records Act Requests.** If the County receives a written or oral request  
12 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
13 and which the County has a right, under any provision of this Agreement or applicable law, to  
14 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
15 County, for purposes of public disclosure, the requested records that may be in the possession  
16 or control of the Contractor. Within five business days after the County's demand, the  
17 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
18 possession or control, together with a written statement that the Contractor, after conducting a  
19 diligent search, has produced all requested records that are in the Contractor's possession or  
20 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
21 diligent search, does not possess or control any of the requested records. The Contractor shall  
22 cooperate with the County with respect to any County demand for such records. If the  
23 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
24 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
25 exemption by citation to specific legal authority within the written statement that it provides to  
26 the County under this section. The Contractor's assertion of any exemption from disclosure is  
27 not binding on the County, but the County will give at least 10 days' advance written notice to  
28 the Contractor before disclosing any record subject to the Contractor's assertion of exemption

1 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
2 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
3 failure to produce any such records, or failure to cooperate with the County with respect to any  
4 County demand for any such records.

## 5 **Article 11**

### 6 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

7 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation  
8 or changes its status to operate as a corporation.

9 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
10 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
11 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
12 the County before commencing the transaction or immediately after.

13 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
14 a party and in which one or more of its directors, as an individual, has a material financial  
15 interest.

16 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any  
17 function or responsibility for planning and carrying out of the services provided under this  
18 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
19 addition, no employee of the County shall be employed by the Contractor under this Agreement  
20 to fulfill any contractual obligations with the County. The Contractor shall comply with all  
21 Federal, State of California and local conflict of interest laws, statutes and regulations, which  
22 shall be applicable to all parties and beneficiaries under this Agreement and any officer,  
23 employee or agent of the County.

## 24 **Article 12**

### 25 **Confidentiality and Data Security**

26 All services performed by Contractor under this Agreement shall be in strict conformance  
27 with all applicable Federal, State of California and/or local laws and regulations relating to  
28 confidentiality. For the purpose of preventing the potential loss, misappropriation or inadvertent

1 disclosure of County data including sensitive or personal client information; abuse of County  
2 resources; and/or disruption to County operations, individuals and/or agencies that enter into a  
3 contractual relationship with County for the purpose of providing services under this Agreement  
4 must employ adequate data security measures to protect the confidential information provided  
5 to Contractor by County, including but not limited to the following:

6 (A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
7 County networks via personally owned mobile, wireless or handheld devices, except  
8 when authorized by County for telecommuting and then only if virus protection software  
9 currency agreements are in place, and if a secure connection is used.

10 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into  
11 County for use, including and not limited to mobile storage devices, without prior  
12 authorization from County's Chief Information Officer or their designee. Data must be  
13 stored on a secure server approved by County and transferred by means of a VPN  
14 (Virtual Private Network) connection, or another type of secure connection of this type if  
15 any data is approved to be transferred.

16 (C) County-Owned Computer Equipment. Contractor or anyone having an  
17 employment relationship with County may not use County computers or computer  
18 peripherals on non-County premises without prior authorization from County's Chief  
19 Information Officer or their designee.

20 (D) Contractor may not store County's private, confidential or sensitive data on any  
21 hard-disk drive.

22 (E) Contractor is responsible to employ strict controls to ensure the integrity and  
23 security of County's confidential information and to prevent unauthorized access to data  
24 maintained in computer files, program documentation, data processing systems, data  
25 files and data processing equipment which stores or processes County data internally  
26 and externally.

27 (F) Confidential client information transmitted to one party by the other by means of  
28 electronic transmissions must be encrypted according to Advanced Encryption

1 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be  
2 utilized.

3 (G) Contractor is responsible to immediately notify County of any breaches or  
4 potential breaches of security related to County's confidential information, data  
5 maintained in computer files, program documentation, data processing systems, data  
6 files and data processing equipment which stores or processes County data internally or  
7 externally.

8 (H) Contractor shall require its subcontractors to comply with the provisions of this  
9 Data Security section.

### 10 **Article 13**

#### 11 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 12 **Lower Tier Covered Transactions.**

13 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal  
14 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor  
15 agrees to comply with applicable Federal suspension and debarment regulations, including but  
16 not limited to: 7 CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By  
17 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its  
18 principals:

19 (A) Are not presently debarred, suspended, proposed for debarment, declared  
20 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
21 department or agency; and

22 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or  
23 person who is debarred, suspended, proposed for debarment, declared ineligible, or  
24 voluntarily excluded from participation in this transaction by any Federal department or  
25 agency.

26 (C) Contractor shall provide immediate written notice to County if at any time during  
27 the term of this Agreement Contractor learns that the representations it makes above  
28

1 were erroneous when made or have become erroneous by reason of changed  
2 circumstances.

3 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,  
4 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and  
5 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
6 solicitations for lower tier covered transactions.

7 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of  
8 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
9 debarment status at <https://sam.gov/SAM/>.

10 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
11 of fact upon which County relied in entering into this Agreement.

## 12 Article 14

### 13 General Terms

14 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
15 Agreement may not be modified, and no waiver is effective, except by written consent by both  
16 parties. The Contractor acknowledges that County employees have no authority to modify this  
17 Agreement except as expressly provided in this Agreement.

18 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to  
19 exceed 10% of the maximum annual compensation payable to the Contractor may be  
20 made with the written approval of County's DSS Director or their designee. Said  
21 modifications shall not result in any changes to the maximum compensation amount  
22 payable to Contractor, as stated in this Agreement.

23 (B) Contractor agrees that reductions to the maximum compensation set forth under  
24 Article Three (3) of this Agreement may be necessitated by a reduction in funding from  
25 State or Federal sources. If State or Federal funds are reduced, then the County, upon  
26 at least 30 days' advance written notice to the Contractor, may modify the services  
27 provided by the Contractor under this Agreement. Contractor further understands that  
28

1 this Agreement is subject to any restriction, limitations, or enactments of all legislative  
2 bodies which affect the provisions, term, or funding of this Agreement in any manner.

3 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is  
4 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal  
5 documentation of the name change, County will process the agreement. Payment of invoices  
6 presented with a new name cannot be paid prior to approval of said agreement.

7 14.3 **Public Information.** Contractor shall disclose County as a funding source in all  
8 public information and program materials developed in support of contracted services.

9 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
10 under this Agreement without the prior written consent of the other party. Any transferee,  
11 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all  
12 applicable State and Federal regulations. Contractor shall be held primarily responsible by  
13 County for the performance of any transferee, assignee or subcontractor unless otherwise  
14 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not  
15 entitle Contractor to any additional compensation than provided for under this Agreement.

16 14.5 **Governing Law.** The laws of the State of California govern all matters arising from  
17 or related to this Agreement.

18 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
19 County, California. Contractor consents to California jurisdiction for actions arising from or  
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
21 brought and maintained in Fresno County.

22 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined  
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
25 against either party.

26 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

27 14.9 **Headings.** The headings and section titles in this Agreement are for convenience  
28 only and are not part of this Agreement.

1       14.10 **Severability.** If anything in this Agreement is found by a court of competent  
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
5 intent.

6       14.11 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
11 all applicable State of California and federal statutes and regulation.

12           (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
13 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section  
14 10295.3.

15           (B) Americans with Disabilities Act. Contractor shall comply with the Americans with  
16 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
17 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
18 12101 et seq.).

19           (C) Contractor shall include the non-discrimination and compliance provisions of this  
20 section in all subcontracts to perform work under this Agreement.

21       14.12 **Limited English Proficiency.** Contractor shall provide interpreting and translation  
22 services to persons participating in Contractor's services who have limited or no English  
23 language proficiency, including services to persons who are deaf or blind. Interpreter and  
24 translation services shall be provided as necessary to allow such participants meaningful  
25 access to the programs, services and benefits provided by Contractor. Interpreter and  
26 translation services, including translation of Contractor's "vital documents" (those documents  
27 that contain information that is critical for accessing Contractor's services or are required by law)  
28 shall be provided to participants at no cost to the participant. Contractor shall ensure that any

1 employees, agents, subcontractors, or partners who interpret or translate for a program  
2 participant, or who directly communicate with a program participant in a language other than  
3 English, demonstrate proficiency in the participant's language and can effectively communicate  
4 any specialized terms and concepts peculiar to contractor's services.

5 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor  
6 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is  
7 providing the certification that it is required by regulations implementing the Drug-Free  
8 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by  
9 grantees that they will maintain a drug-free workplace. False certification or violation of the  
10 certification shall be grounds for suspension of payments, suspension or termination of grants,  
11 or government wide suspension or debarment. Contractor shall also comply with the  
12 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
13 8350 et seq.).

14 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints  
15 and/or grievances. Such procedures will include provisions for informing clients of their rights to  
16 a State Hearing to resolve such issues when appropriate.

17 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement  
18 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat  
19 legislation pending in the Congress of the United States of America or the Legislature of the  
20 State of California. Contractor shall not directly or indirectly use any of the funds under this  
21 Agreement for any political activity or to further the election or defeat of any candidate for public  
22 office.

23 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation  
24 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and  
25 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable  
26 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)  
27 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations  
28

1 must be reported to the Federal awarding agency and the Regional Office of the Environmental  
2 Protection Agency (EPA).

3       **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County  
4 under this Agreement is funded in whole or in part with Federal funding, In the performance of  
5 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as  
6 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
7 include procuring only items designated in guidelines of the Environmental Protection Agency  
8 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials  
9 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
10 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
11 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
12 maximizes energy and resource recovery; and establishing an affirmative procurement program  
13 for procurement of recovered materials identified in the EPA guidelines.

14       **14.18 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
15 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
16 performance of any continuing or other obligation of the Contractor and does not prohibit  
17 enforcement by the County of any obligation on any other occasion.

18       **14.19 Child Support Compliance Act.** If compensation to be paid by the County under  
19 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in  
20 accordance with Public Contract Code 7110, that:

21               (A) Contractor recognizes the importance of child and family support obligations and  
22 shall fully comply with all applicable state and federal laws relating to child and family  
23 support enforcement, including, but not limited to, disclosure of information and  
24 compliance with earnings assignment orders, as provided in Chapter 8 (commencing  
25 with section 5200) of Part 5 of Division 9 of the Family Code; and

26               (B) Contractor to the best of its knowledge is fully complying with the earnings  
27 assignment orders of all employees and is providing the names of all new employees to  
28

1 the New Hire Registry maintained by the California Employment Development  
2 Department.

3 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this  
4 Agreement includes State funding and services in excess of \$200,000, Contractor shall give  
5 priority consideration in filling vacancies in positions funded by the Agreement to qualified  
6 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public  
7 Contract Code Section 10353.

8 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
9 between the Contractor and the County with respect to the subject matter of this Agreement,  
10 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
11 publications, and understandings of any nature unless those things are expressly included in  
12 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
13 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
14 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
15 exhibits.

16 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
17 create any rights or obligations for any person or entity except for the parties.

18 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

24 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
25 electronic signature as provided in this section.

26 (A) An "electronic signature" means any symbol or process intended by an individual  
27 signing this Agreement to represent their signature, including but not limited to (1) a  
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1 electronically scanned and transmitted (for example by PDF document) version of an  
2 original handwritten signature.

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

8 (C) The provisions of this section satisfy the requirements of Civil Code section  
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
10 Part 2, Title 2.5, beginning with section 1633.1).

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

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

18 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
19 original, and all of which together constitute this Agreement.

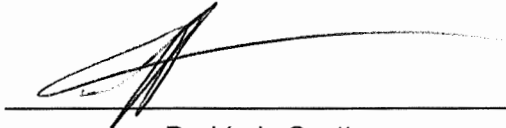
20 [SIGNATURE PAGE FOLLOWS]

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

2 CONTRACTOR

COUNTY OF FRESNO

3 Generational Changes, Inc

4  
5   
6 Print Name: Dr. Linda Scott

7 Title : CEO

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

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

10 By: \_\_\_\_\_  
11 Deputy

12 Mailing Address:  
13 2409 Merced Street #106  
14 Fresno, CA 93721  
15 Contact: Dr. Linda Scott  
16 Phone No: (559) 981-2795

17  
18 For accounting use only:

19 Org No.: 6645  
20 Account No.: 7870  
21 Fund No.: 0001  
22 Subclass No.:10000  
23  
24  
25  
26  
27  
28

## **SCOPE OF SERVICES**

ORGANIZATION: Generational Changes, Inc  
SERVICES: Mental Health Assessments for Employability  
ADDRESS: 2409 Merced Street #106, Fresno, CA 93721  
TELEPHONE: (559) 981-2795  
CONTACT: Dr. Linda Scott, CEO  
EMAIL: gchanges.inc@gmail.com

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### **A. OVERVIEW**

Generational Changes, Inc. (Contractor) shall provide employability related mental health assessment services for the target population referred by the County of Fresno Department of Social Services (DSS).

The Contractor will schedule and assess the referred client for their ability to gain or maintain employment on the basis of mental health incapacity. This includes a determination of whether the client is fully employable or if their mental health condition would impact their ability to work such that they can only work full-time with limitations, part-time with limitations, or cannot work at all. The presence of a mental health diagnosis alone is not a sufficient basis for a determination that the client is incapacitated. Contractor must describe how the condition reduces the client's ability to engage in work and whether the condition is permanent or temporary with the anticipated duration of the client's inability to work. The certification period shall be no shorter than three (3) months and no longer than 12 months from the date of the assessment. The maximum certification period of 12 months should be reserved for the most severe clients, if clinically appropriate. Contractor shall document the assessment results on the most recent version of the DSS GR 8085 form (e.g. Attachment 1) and, if the client signs a release of information, securely transmit the form to DSS within one (1) business day.

Contractor shall offer clients who are determined to have a mental health incapacity, appropriate linkages to mental health care in the community. DSS may also request the provider make targeted referrals to the other County administered programs.

### **B. TARGET POPULATION**

General Relief (GR) is a County funded program that provides cash or in-kind services to needy individuals and childless couples who are not eligible for assistance under any other categorical aid program. Also, any GR applicants or recipients who self-attest to having a mental health disability that is a barrier to gaining employment are eligible. A client's self-attestation of a mental health barrier to employment is used by DSS to determine who is referred for a mental health evaluation. Clients referred will not have been pre-screened or pre-determined to have a mental health incapacity. All clients (for initial assessment and re-assessment) served by this agreement shall be referred by DSS.

### **C. STAFFING LEVELS & QUALIFICATIONS**

Contractor shall ensure there is sufficient staffing to perform assessments within five (5) business days of receiving a mental health referral. Referrals are to be completed by mental health clinicians licensed by the California Board of Behavioral Sciences or the California Board of Psychology; or registered clinicians working under the supervision of a qualified licensed professional. Contractor shall also ensure there is sufficient administrative oversight and support to accomplish referral scheduling, invoice processing, data reporting, etc. Contractor shall provide licensing information for current and new staff within five (5) business days of agreement execution or hire.

### **D. CONTRACTOR'S RESPONSIBILITIES**

- 1) Designate staff with an active registration or license from the California Board of Behavioral Sciences or the California Board of Psychology to provide assessment or reassessment services under this agreement. Contractor's staff shall act within the policies, rules, and regulations of state and local statutes relating to mental health services at all times. In the event there are staffing or licensure changes, Contractor shall inform DSS in writing within five (5) business days of the change and provide updated licensing documentation.
- 2) Ensure staff with client contact are trained on and practice motivational interviewing and trauma-informed care practices in order to increase client participation and engagement. Services shall be both linguistically and culturally appropriate.
- 3) Determine if a client is new or returning and schedule each referred client for an assessment or re-assessment within five (5) business days of receiving the referral. Staff shall explain to clients that the assessment is needed to receive General Relief on the basis of a mental health incapacity.
- 4) Use a variety of methods to accomplish successful scheduling and engagement of referred clients, including but not limited to: 12-hour call center to receive referrals and calls from clients, appointment reminders, home visits, and mailed letters.
- 5) Contact referred clients who have not scheduled appointments at varying times throughout the day for up to 10 business days. Contractor shall document attempted client contacts and their results. If client contact information is wrong or the client cannot be scheduled after a period of 10 business days, Contractor shall notify DSS that the client cannot be reached and provide a summary of the attempted contacts and their results. Clients who miss scheduled appointments should be re-engaged at least three (3) times before Contractor reports the client cannot be served.
- 6) Assess each referred client for a mental health condition that prevents or limits the client's ability to engage in work or employment training. As proposed by Contractor, initial assessments shall be approximately 60 minutes, and re-assessments shall be approximately 30 minutes.
- 7) Provide a release of information to each assessed client and inform the client of their right to decline to sign the release. If the release is signed (verbal consent is acceptable if services are offered remotely), securely transmit an encrypted electronic copy of the

GR 8085 to DSS within one week. If the client does not consent, Contractor shall give the client their GR 8085 form and inform the client of the need to return the completed form to DSS within the timeframe required by DSS. In this circumstance, verification of 8085 completion may be provided with the invoice for payment purposes.

- 8) Document the results of the assessment on the GR 8085 form and retain a copy to document the service. DSS may update the GR 8085 when necessary; Contractor is required to use the most recent version as provided by DSS.
- 9) Refer assessed clients with severe mental illness to the Department of Behavioral Health Urgent Care Wellness Center for additional services. Refer clients with mild to moderate mental illness to managed care service providers who are both accepting new clients and participating in the Fresno County Mental Health Plan. Currently, the provider list for managed care is located at:  
<https://www.fresnocountyca.gov/Departments/Behavioral-Health/Providers/Contract-Provider-Resources>). The client is free to refuse the referral.
- 10) If clients are re-assessed and desiring to enter treatment but still have not connected with a mental health provider, Contractor shall assist client in connecting with an appropriate provider accepting new patients.
- 11) Contractor may refer clients seeking mental health treatment to Contractor but must also offer alternative managed care providers accepting new patients. If Contractor's staff enter into a doctor patient relationship with a referred client following an initial assessment or re-assessment, all subsequent GR 8085 forms needed by DSS and completed during the course of therapeutic treatment are not eligible for reimbursement through this Agreement.
- 12) Ensure service locations are within 0.5 miles of a bus stop.
- 13) Provide DSS with a stable telephone number in the 559-area code to include in the paperwork provided to referred clients.
- 14) Offer assessments via secured video or telephone in lieu of face-to-face assessments, as needed, and as approved by DSS.
- 15) Provide clients with limited English proficiency with interpreting and translation services during contracted services. Meaningful access to services must also be provided for clients with hearing, sight, or mobility impairments.
- 16) Provide annual Civil Rights and Privacy & Security training to staff and transmit relevant verification of both training courses to DSS. Proof of training is required: (1) within 30 days of agreement execution, and (2) at the beginning of every calendar year by April 1.
- 17) Meet with DSS as often as needed for service coordination, problem/issue resolution, information sharing, and review and monitoring of project services and fiscal reports.

**E. COUNTY RESPONSIBILITIES**

- 1) Refer the target population to Contractor, provide clients with a copy of the GR 8085 form to take to their assessment, and notify Contractor of any non-English speaking applicants. DSS will refer zero (0)-10 clients each workday.
- 2) Meet with Contractor as often as needed for service coordination, problem/issue resolution, information sharing, review, and monitoring of project services and fiscal reports.

**F. REPORTS AND OUTCOMES**

Contractor shall document services provided in sufficient detail to substantiate invoices and summarize services provided on a monthly activity report (MAR). Contractor, by the tenth (10th) of the month following the service month, shall provide the MAR to DSS in a format determined by DSS.

DSS will consider Contractor performance levels when determining funding recommendations for future Agreements. For the contract period, Contractor shall:

- 1) Provide an assessment or re-assessment within five (5) business days of the referral date for at least 90% of clients who are successfully contacted or assessed.
- 2) For 100% of clients who signed a release, encrypt and securely transmit their GR 8085 to DSS within one (1) business day of the assessment date.

**RATES BY SERVICE**

CONTRACTOR: Generational Changes, Inc.  
 MAX COMPENSATION: \$450,000  
 TERM: July 1, 2026 to June 30, 2027  
 July 1, 2027 to June 30, 2028  
 July 1, 2028 to June 30, 2029 (optional)  
 July 1, 2029 to June 30, 2030 (optional)  
 July 1, 2030 to June 30, 2031 (optional)

Service	Term	Rate	Notes
Assessment and 8085 completion of first-time clients, based on completed GR 8085 forms	July 2026 to June 2027	\$110.00	Approximately 60 minutes of assessment time
	July 2027 to June 2028	\$116.00	
	July 2028 to June 2029	\$121.00	
	July 2029 to June 2030	\$127.00	
	July 2030 to June 2031	\$134.00	
Re-assessment and 8085 completion for returning clients referred by DSS, who do not have a doctor-patient relationship with CONTRACTOR or CONTRACTOR's financial partners, based on completed GR 8085 forms	July 2026 to June 2027	\$65.00	Approximately 30 minutes of assessment time
	July 2027 to June 2028	\$68.00	
	July 2028 to June 2029	\$72.00	
	July 2029 to June 2030	\$75.00	
	July 2030 to June 2031	\$79.00	
Interpreting Services	July 2026 to June 2027	\$25.00	Per assessed client
	July 2027 to June 2028	\$26.00	
	July 2028 to June 2029	\$28.00	
	July 2029 to June 2030	\$29.00	
	July 2030 to June 2031	\$30.00	
Administrative Cost	July 2021 to June 2022	25.00	Hours per month
	July 2026 to June 2027	26.00	
	July 2027 to June 2028	28.00	
	July 2028 to June 2029	29.00	
	July 2029 to June 2030	30.00	

All other expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

## Exhibit C

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

# Exhibit D

## Insurance Requirements

### 1. Required Policies

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

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

### 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 [DSSContractinsurance@fresnocountyca.gov](mailto:DSSContractinsurance@fresnocountyca.gov), Attention: Contract Analyst.
  - (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

## Exhibit D

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.
- (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

## Exhibit D

responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.