

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 Liebert Cassidy Whitmore, a professional law corporation, whose address is 5250 North Palm  
4 Avenue, Suite 310, Fresno CA 93704 ("Contractor"), the County of Fresno, a political  
5 subdivision of the State of California ("County"), and the Fresno County In-Home Supportive  
6 Services Public Authority, a corporate public body ("Authority").

7 **Recitals**

8 A. Authority, as employer of record for care providers of in-home supportive services for the  
9 purposes of the Meyers-Milias-Brown Act, has need for specialized legal services related to  
10 negotiations of Memorandum of Understanding with bargaining units.

11 B. County and Authority entered an agreement dated May 21<sup>st</sup>, 2013, whereby County  
12 agreed to manage agreements on behalf of Public Authority as may be advisable for the  
13 operation of Public Authority, and the Public Authority wishes the County to manage this  
14 agreement with Contractor.

15 C. Contractor has provided Authority specialized legal services since 2016 and all parties  
16 desire to continue this arrangement.

17 The parties therefore agree as follows:

18 **Article 1**

19 **Contractor's Services**

20 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
21 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and  
22 program expenses detailed in Exhibit B, titled "Compensation."

23 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
24 able to perform all of the services provided in this Agreement.

25 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
26 applicable federal, state, and local laws and regulations in the performance of its obligations  
27 under this Agreement, including but not limited to workers compensation, labor, and  
28 confidentiality laws and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled  
4 "Scope of Services."

5 **Article 3**

6 **Compensation, Invoices, and Payments**

7 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
8 the performance of its services under this Agreement as described in Exhibit B to this  
9 Agreement, titled "Compensation."

10 3.2 The services provided by the Contractor under this Agreement are funded in whole  
11 or in part by the State of California and/or the United States Federal government. In the event  
12 that funding for these services is delayed by the State Controller or the Federal government, the  
13 County may defer payment to the Contractor. The amount of the deferred payment shall not  
14 exceed the amount of funding delayed to the County. The period of time of the deferral by the  
15 County shall not exceed the period of time of the State Controller's or Federal government's  
16 delay of payment to County plus forty-five (45) days.

17 3.3 **Maximum Compensation.** The maximum compensation payable to the Contractor  
18 under this Agreement is one hundred seventy-five thousand and no/100 dollars (\$175,000)  
19 during the term of this Agreement.

20 3.4 The Contractor acknowledges that the County is a local government entity, and does  
21 so with notice that the County's powers are limited by the California Constitution and by State  
22 law, and with notice that the Contractor may receive compensation under this Agreement only  
23 for services performed according to the terms of this Agreement and while this Agreement is in  
24 effect, and subject to the maximum amount payable under this section. The Contractor further  
25 acknowledges that County employees have no authority to pay the Contractor except as  
26 expressly provided in this Agreement.

27 3.5 **Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst  
28 to: [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). The Contractor shall submit each invoice within 30 days

following the month in which expenses were incurred and services rendered, and in any case within 60 days after the end of the term or termination of this Agreement. Contractor shall submit invoices to the County each month with a detailed general ledger (GL), itemizing costs incurred in the previous month, along with supporting documentation of costs. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance, as further described in Section 3.7 herein. Supporting documentation shall include but is not limited to receipts, invoices received, and documented administrative / overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by County's DSS. Proof of payment may be required for certain funding streams and will be made available by the Contractor as requested by the County.

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

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

## Article 4

## Term of Agreement

4.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The County's DSS Director or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's

1 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
2 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
3 the extension whether or not known to the County.

## 4 **Article 5**

### 5 **Notices**

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

8 **For the County and Public Authority:**

9 Director of Department of Social Services  
10 County of Fresno  
205 W. Pontiac Way  
11 Clovis California, 93612

12 **For the Contractor:**

13 Shelline Bennet, Partner  
Liebert Cassidy Whitmore  
5250 N. Palm Suite 320 Fresno, California 93704  
14 [sbennett@lcwlegal.com](mailto:sbennett@lcwlegal.com)

15 5.2 **Change of Contact Information.** Either party may change the information in section  
5.1 by giving notice as provided in section 5.3.

16 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
17 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
18 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
19 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable  
20 Document Format (PDF) document attached to an email.

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

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

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

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

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

## **Article 6**

### **Termination and Suspension**

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

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

(B) Terminate this Agreement.

**6.2 Termination for Breach.**

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

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

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

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or  
(4) Improperly performed any of its obligations under this Agreement.

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

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

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

## **Article 7**

### **Independent Contractor**

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

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

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

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

## Article 8

## Indemnity and Defense

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

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

## Article 9

## Insurance

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

## Article 10

## Inspections, Audits, Record Maintenance, and Public Records

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

1       10.2   **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       10.3   **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or  
7 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an  
8 annual audit in accordance with the requirements of the Single Audit Standards as set forth in  
9 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.  
10 Contractor shall submit said audit and management letter to County. The audit must include a  
11 statement of findings or a statement that there were no findings. If there were negative findings,  
12 Contractor must include a corrective action signed by an authorized individual. Contractor  
13 agrees to take action to correct any material non-compliance or weakness found as a result of  
14 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine  
15 (9) months of the end of any fiscal year in which funds were expended and/or received for the  
16 program. Failure to perform the requisite audit functions as required by this Agreement may  
17 result in County performing the necessary audit tasks, or at County's option, contracting with a  
18 public accountant to perform said audit, or, may result in the inability of County to enter into  
19 future agreements with Contractor. All audit costs related to this Agreement are the sole  
20 responsibility of Contractor.

21       10.4   **Program Audit Requirements.** A single audit report is not applicable if all  
22 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement  
23 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a  
24 program audit must be performed and a program audit report with management letter shall be  
25 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.  
26 Said audit report shall be delivered to County's DSS, Administration, for review no later than  
27 nine (9) months after the close of the fiscal year in which the funds supplied through this  
28 Agreement are expended. Failure to comply with this Act may result in County performing the

1 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit  
2 costs related to this Agreement are the sole responsibility of Contractor who agrees to take  
3 corrective action to eliminate any material noncompliance or weakness found as a result of such  
4 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at  
5 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

6 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain  
7 records in accordance with those requirements prescribed by County, with respect to all matters  
8 covered by this Agreement. Contractor shall retain all fiscal books, account records and client  
9 files for services performed under this Agreement for at least five (5) years from date of final  
10 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
11 year, whichever is later.

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

18 (B) Service Documentation. Contractor agrees to maintain records to verify services  
19 under this Agreement including names and addresses of clients served, if applicable,  
20 and the dates of service and a description of services provided on each occasion. These  
21 records and any other documents pertaining in whole or in part to this Agreement shall  
22 be clearly identified and readily accessible.

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

1       **10.6 Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the Contractor may provide to the  
3 County. The County's public disclosure of this Agreement or any record or data that the  
4 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

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

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

## Article 11

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

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

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

1 “Self-Dealing Transaction Disclosure Form” (Exhibit D to this Agreement) and submitting it to  
2 the County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
4 a party and in which one or more of its directors, as an individual, has a material financial  
5 interest.

6 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any  
7 function or responsibility for planning and carrying out of the services provided under this  
8 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
9 addition, no employee of the County shall be employed by the Contractor under this Agreement  
10 to fulfill any contractual obligations with the County. The Contractor shall comply with all  
11 Federal, State of California and local conflict of interest laws, statutes and regulations, which  
12 shall be applicable to all parties and beneficiaries under this Agreement and any officer,  
13 employee or agent of the County.

## 14 **Article 12**

### 15 **Confidentiality and Data Security**

#### 16 **12.1 Conformance with Laws:**

17 All services performed by Contractor under this Agreement shall be in strict conformance with  
18 all applicable Federal, State of California and/or local laws and regulations relating to  
19 confidentiality. For the purpose of preventing the potential loss, misappropriation or inadvertent  
20 disclosure of County data including sensitive or personal client information; abuse of County  
21 resources; and/or disruption to County operations, individuals and/or agencies that enter into a  
22 contractual relationship with County for the purpose of providing services under this Agreement  
23 must employ adequate data security measures to protect the confidential information provided  
24 to Contractor by County,  
25 including but not limited to the following:

26 (A) Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to  
27 County networks via personally owned mobile, wireless or handheld devices, except  
28 when authorized by County for telecommuting and then only if virus protection software

1 currency agreements are in place, and if a secure connection is used.

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

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

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

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

19 (F) Confidential client information transmitted to one party by the other by means of  
20 electronic transmissions must be encrypted according to Advanced Encryption  
21 Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be  
22 utilized.

23 (G) Contractor is responsible to immediately notify County of any breaches or  
24 potential breaches of security related to County's confidential information, data  
25 maintained in computer files, program documentation, data processing systems, data  
26 files and data processing equipment which stores or processes County data internally or  
27 externally.

28 (H) Contractor shall require its subcontractors to comply with the provisions of this

1 Data Security section.

2 **Article 13**

3 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**  
4 **Lower Tier Covered Transactions.**

5 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal  
6 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor  
7 agrees to comply with applicable Federal suspension and debarment regulations, including but  
8 not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By  
9 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its  
10 principals:

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

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

18 (C) Contractor shall provide immediate written notice to County if at any time during  
19 the term of this Agreement Contractor learns that the representations it makes above  
20 were erroneous when made or have become erroneous by reason of changed  
21 circumstances.

22 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,  
23 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and  
24 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
25 solicitations for lower tier covered transactions.

26 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of  
27 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
28 debarment status at <https://sam.gov/SAM/>.

1 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
2 of fact upon which County relied in entering into this Agreement.

### 3 **Article 14**

#### 4 **General Terms**

5 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
6 Agreement may not be modified, and no waiver is effective, except by written consent by both  
7 parties. The Contractor acknowledges that County employees have no authority to modify this  
8 Agreement except as expressly provided in this Agreement.

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

14 (B) Contractor agrees that reductions to the maximum compensation set forth under  
15 Article Three (3) of this Agreement may be necessitated by a reduction in funding from  
16 State or Federal sources. Any such reduction to the maximum compensation may be  
17 made with the written approval of County's DSS Director or their designee and  
18 Contractor. Contractor further understands that this Agreement is subject to any  
19 restriction, limitations, or enactments of all legislative bodies which affect the provisions,  
20 term, or funding of this Agreement in any manner. If the parties do not provide written  
21 approval for modification due to reduced funding, this Agreement may be terminated in  
22 accordance with Section 6.1 above.

23 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is  
24 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal  
25 documentation of the name change, County will process the agreement. Payment of invoices  
26 presented with a new name cannot be paid prior to approval of said agreement.

27 14.3 **Public Information.** Contractor shall disclose County as a funding source in all  
28 public information and program materials developed in support of contracted services.

1       14.4   **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
2 under this Agreement without the prior written consent of the other party. Any transferee,  
3 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all  
4 applicable State and Federal regulations. Contractor shall be held primarily responsible by  
5 County for the performance of any transferee, assignee or subcontractor unless otherwise  
6 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not  
7 entitle Contractor to any additional compensation than provided for under this Agreement.

8       14.5   **Governing Law.** The laws of the State of California govern all matters arising from  
9 or related to this Agreement.

10       14.6   **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
11 County, California. Contractor consents to California jurisdiction for actions arising from or  
12 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
13 brought and maintained in Fresno County.

14       14.7   **Construction.** The final form of this Agreement is the result of the parties' combined  
15 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
16 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
17 against either party.

18       14.8   **Days.** Unless otherwise specified, "days" means calendar days.

19       14.9   **Headings.** The headings and section titles in this Agreement are for convenience  
20 only and are not part of this Agreement.

21       14.10   **Severability.** If anything in this Agreement is found by a court of competent  
22 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
23 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
24 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
25 intent.

26       14.11   **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
27 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
28 services, because of race, religious creed, color, national origin, ancestry, physical disability,

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

4 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
5 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section  
6 10295.3.

7  
8 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with  
9 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
10 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
11 12101 et seq.).

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

14 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation  
15 services to persons participating in Contractor's services who have limited or no English  
16 language proficiency, including services to persons who are deaf or blind. Interpreter and  
17 translation services shall be provided as necessary to allow such participants meaningful  
18 access to the programs, services and benefits provided by Contractor. Interpreter and  
19 translation services, including translation of Contractor's "vital documents" (those documents  
20 that contain information that is critical for accessing Contractor's services or are required by law)  
21 shall be provided to participants at no cost to the participant. Contractor shall ensure that any  
22 employees, agents, subcontractors, or partners who interpret or translate for a program  
23 participant, or who directly communicate with a program participant in a language other than  
24 English, demonstrate proficiency in the participant's language and can effectively communicate  
25 any specialized terms and concepts peculiar to contractor's services.

26 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor  
27 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is  
28 providing the certification that it is required by regulations implementing the Drug-Free

1 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by  
2 grantees that they will maintain a drug-free workplace. False certification or violation of the  
3 certification shall be grounds for suspension of payments, suspension or termination of grants,  
4 or government wide suspension or debarment. Contractor shall also comply with the  
5 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
6 8350 et seq.).

7       **14.14 Grievances.** Contractor shall establish procedures for handling client complaints  
8 and/or grievances. Such procedures will include provisions for informing clients of their rights to  
9 a State Hearing to resolve such issues when appropriate.

10       **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement  
11 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat  
12 legislation pending in the Congress of the United States of America or the Legislature of the  
13 State of California. Contractor shall not directly or indirectly use any of the funds under this  
14 Agreement for any political activity or to further the election or defeat of any candidate for public  
15 office.

16       **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation  
17 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and  
18 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable  
19 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)  
20 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations  
21 must be reported to the Federal awarding agency and the Regional Office of the Environmental  
22 Protection Agency (EPA).

23       **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County  
24 under this Agreement is funded in whole or in part with Federal funding, In the performance of  
25 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as  
26 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
27 include procuring only items designated in guidelines of the Environmental Protection Agency  
28 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

1 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
2 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
3 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
4 maximizes energy and resource recovery; and establishing an affirmative procurement program  
5 for procurement of recovered materials identified in the EPA guidelines.

6 14.18 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
7 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
8 performance of any continuing or other obligation of the Contractor and does not prohibit  
9 enforcement by the County of any obligation on any other occasion.

10 14.19 **Child Support Compliance Act.** If compensation to be paid by the County under  
11 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in  
12 accordance with Public Contract Code 7110, that:

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

18 (B) Contractor to the best of its knowledge is fully complying with the earnings  
19 assignment orders of all employees and is providing the names of all new employees to  
20 the New Hire Registry maintained by the California Employment Development  
21 Department.

22 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this  
23 Agreement includes State funding and services in excess of \$200,000, Contractor shall give  
24 priority consideration in filling vacancies in positions funded by the Agreement to qualified  
25 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public  
26 Contract Code Section 10353.

27 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
28 between the Contractor and the County with respect to the subject matter of this Agreement,

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

7 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
8 create any rights or obligations for any person or entity except for the parties.

9 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
16 electronic signature as provided in this section.

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

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

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

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

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

11 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Agreement.

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

2 IN-HOME SUPPORTIVE SERVICES PUBLIC COUNTY OF FRESNO  
3 AUTHORITY

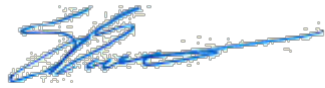
4  
5 Ernest Buddy Mendes, Chairman of the In-  
6 Home Supportive Services Public Authority  
Governing Board

Ernest Buddy Mendes, 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

7  
8 LIEBERT CASSIDY WHITMORE

9  
10 

By: \_\_\_\_\_  
Deputy

11  
12 Shelline Bennet, Partner

13  
14 5250 N. Palm Avenue, Suite 310  
15 Fresno, Ca, 93704

16 For accounting use only:

17 Org No.: 5611  
18 Account No.: 7295  
19 Fund No.: 0001  
20 Subclass No.:10000  
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## Exhibit A

### Scope of Services

Contractor shall provide the services of the following key person(s): Shelline Bennett, Che Johnson, and Michael Youril, and such other partners of and associate lawyers and staff members employed by Contract as Contractor deems necessary, and which County's County Counsel, or his or her designee, approves pursuant to paragraph 3 of this Agreement, except that the foregoing key persons may, from time to time, consult with such of Contractor's other lawyers on a "limited basis" (as hereinafter defined) as Contractor reasonably deems prudent and necessary under the circumstances. It is understood that Contractor may not replace any of the aforementioned key persons named above without the prior, express, written approval of County Counsel, or his or her designee. In case of death, illness or other incapacity of any of the foregoing key persons, Contractor shall provide a replacement of at least equal professional ability and experience as the key person replaced.

Contractor shall perform specialized legal services in connection with labor negotiations with providers of in-home supportive services on behalf of the Authority. In addition, from time to time, County Counsel, or his or her designee, may request Contractor to perform additional specialized legal services in connection with these labor negotiations on behalf of Authority. Upon County Counsel's, or his or her designee's, written request to perform such services, and Contractor's written acknowledgment that Contractor will provide such services, Contractor shall perform such services pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this paragraph, in the event of exigent circumstances, County Counsel may make such request orally, and County Counsel and Contractor shall within a reasonable time thereafter document such request for services and acknowledgment thereof.

Contractor agrees to timely perform all services provided for under this Agreement. Contractor agrees to avoid unnecessary duplicative efforts on the part of Contractor and Contractor's partners, associate lawyers, and staff members in Contractor's performance of services for the Authority hereunder.

## Exhibit A

1 Authority shall not be obligated to compensate Contractor for intra-office conferences  
2 between or among Contractor's partners, associate lawyers, and staff members, unless, in the  
3 determination of Public Authority's Executive Director, or designee, such intra-office  
4 conferences promote efficiency in the performance of Contractor's work on a matter, or a  
5 reduction in the cost of compensation paid or reimbursement made for related, reasonable and  
6 necessary, out-of-pocket expenses to Contractor, or both. In the performance of the tasks  
7 identified prior in this exhibit, Contractor shall provide only those services which are necessary  
8 to carry out such tasks in an efficient and effective manner.  
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## Exhibit B

### Compensation

The Contractor will 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.

Authority agrees to pay and Contractor agrees to accept as full compensation for performance of tasks under this Agreement the following sum per hour per person:

County Fiscal Year	Partner	Senior Counsel	Associate	Paraprofessionals/Litigation Support:
2025-26	430	340	340	150-185
2026-27	430	340	340	150-185
2027-28	430	340	340	150-185
2028-29	430	340	340	150-185
2029-30	430	340	340	150-185

After the third (3<sup>rd</sup>) year of the Agreement the above rates may be increased by five percent (5%) with approval of County's DSS Director or designee.

In addition, Contractor shall be reimbursed for reasonable, and necessary out-of-pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges, computer research charges, filing fees, courier charges, postage charges, printing and photographic reproduction expenses, in-State travel, and all such directly related expenses. It is understood that Contractor shall not be reimbursed for its secretarial or clerical services (including overtime hours worked), or normal office operating expenses, with the exception of those charges and expenses stated above. In addition, Contractor shall not be reimbursed for such secretarial or

## Exhibit B

clerical services performed or expenses incurred, regardless of whether such tasks are performed or expenses are incurred by Contractor's partners, associate lawyers, or anyone else.

# Exhibit C

## 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 C

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 C

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.

## **Exhibit D**

### **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 D

<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>	