



Contract Number

SAP Number

Human Resources

Department Contract Representative	Sandra Wakcher
Telephone Number	909-387-5787

Contractor	Experian Employer Services, Inc.
Contractor Representative	Kandace Herring
Telephone Number	916-835-7127
Contract Term	07/01/2026- 06/30/2031
Original Contract Amount	\$84,000
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (“County” or “Employer”) desires to designate a contractor of choice to provide Unemployment Insurance Administration Services and Income and Employment Verification Services to all County departments, as further described in Schedules 1 and 2 attached hereto (the “Services”); and

WHEREAS, the County conducted a competitive process to find *Experian Employer Services, Inc.* (“Contractor”) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County’s informal solicitation procedures, the County finds Contractor qualified to provide Unemployment Insurance Administration Services and Income and Employment Verification Services to all County departments; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 County. San Bernardino County (“County” or “Employer”) is contracting to obtain Unemployment Insurance Administration Services and Income and Employment Verification Services. County may also

mean the Board of Supervisors of San Bernardino County or the County's Human Resources Department in this contract.

A.2 Contractor. The proposer selected by the County to provide Unemployment Insurance Administration Services and Income and Employment Verification Services as a result of this Contract.

A.3 EDD. The Employment Development Department ("EDD") of California oversees the Unemployment Insurance (UI) program which pays unemployment insurance benefits.

A.4 Contractor Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) data that has been furnished or otherwise provided by or on behalf of County to Contractor and is included in Contractor databases, (ii) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Contractor to County, and (iii) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Contractor Data"). County represents and warrants that it shall not resell the Contractor Data, and that it shall only access, receive and use the Contractor Data in the manner explicitly permitted in Schedules 1 and 2.

A.5 County Data. Any non-public data or personally identifiable information (PII) provided by or on behalf of County to Contractor in connection with County's request for the Services and which does not constitute Contractor Data (hereinafter referred to as "County Data") is and shall continue to be the exclusive property of County. Except as otherwise permitted in Schedules 1 and 2, Contractor agrees to (i) use County Data only for purposes of providing the Services to County, and (ii) take reasonable steps to maintain the confidentiality of County Data and prevent unauthorized access, use or disclosure of County Data.

A.6 Software as a Service (SaaS). The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

B. CONTRACTOR RESPONSIBILITIES

B.1 Provide Unemployment Insurance Administration Services ("UCMS") as described in Schedule 1 attached hereto and incorporated by this reference.

B.2 Provide Income and Employment Verification Services (EVS) as described in Schedule 2 attached hereto and incorporated by this reference.

B.3 Comply with all federal, state and local laws, rules and regulations applicable to Contractor as a provider of the Services.

B.4 Provide the EDD quarterly charge statement and invoice to the County electronically and in a timely manner.

B.5 Provide all relevant records and data to the County, in a format acceptable to, and usable by, the County and at no cost to the County, and other assistance to the County, as needed or requested by the County, should either the County or a claimant decides to challenge an appeals board ruling in court.

B.6 Establish an account management and service relationship with the County that emphasizes proactive regular contact and timely responses to administrative issues.

B.7 Provide reporting tools for claims activity on a monthly, quarterly and annual basis. Data shall be able to be sorted by location, department, budget unit, etc. Fields will include reason for

separation, claims by status (eligible, ineligible or pending) and claim type (base period, federal extended benefits, etc.).

B.8 Financial reporting tools will be compiled on a quarterly basis and will include the following: potential liability of all filed claims, actual charges during the quarter, charges on claims filed prior to the quarter, remaining liability of the filed claims and any liability removed due to (1) protesting (2) charge credits (3) favorable determinations on protested claims. Reports shall be able to be sorted by location, department, or budget unit.

B.9 When this Contract terminates and should the County contract with another vendor, provide history and take over data and reports to the subsequent vendor in a mutually agreed upon format usable by the vendor and at no charge to the subsequent vendor or the County.

B.10 Provide and support the following items in the Unemployment Cost Management Services (UCMS) and EVS portals:

B.10.1 Infrastructure. The Contractor shall provide and maintain the SaaS infrastructure necessary to, as applicable, support the Application and delivery of the Services, including a secure, high-availability, redundant, environment with power and HVAC controls. The Contractor reserves the right to use a commercially suitable third-party SaaS hosting service within the contiguous United States (CONTUS) and shall ensure that any such hosting complies with Contractor policy, which is aligned with the terms and conditions of this Contract.

B.10.2 Network Availability. The Contractor shall provide and ensure the necessary network connectivity and infrastructure to support the delivery of any in-scope Application and any associated Services. The Contractor agrees to use reasonable commercial efforts to monitor and maintain its hosting environment to ensure continuous connectivity, availability and operation of the Application to the Internet.

B.10.3 SaaS Availability.

A. The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).

B. SaaS monthly availability expectation is 99.8% (excluding agreed-upon maintenance downtime), the County shall be entitled to use other contractual remedies as set forth in the SOW.

C. If SaaS monthly availability averages less than 99.8% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

D. Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

B.10.4 Data Availability.

A. The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).

B. If Data monthly availability averages less than 99.8% (excluding agreed-upon maintenance downtime), the County shall be entitled to use other contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:

- 1) Acts or omissions of Contractor;
- 2) Acts or omissions of third parties working on behalf of Contractor;
- 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
- 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.

C. If Data monthly availability averages less than 99.8% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

B.10.5 Data Security.

A. Contractor shall certify to the County:

1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;

2) Compliance with the following:

i. Federal, state, and local privacy, confidentiality, and data protection laws applicable to the Services and to the County's data;

ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's management response to any negative findings are included in the SOC 2 Report, which shall be made available to the County upon request within thirty (30) business days of Contractor's receipt of such results.

B. Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.

C. Reserved.

D. Contractor assumes responsibility for the security and confidentiality of the Data under its control.

E. No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.

F. Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

B.10.6 Encryption. Contractor warrants that all Data will be encrypted in transmission (including via web interface) using industry standard such as the minimum of Transport Layer Security (TLS) version 1.2 and in storage at a minimum level of Advanced Encryption Standard (AES) 256-bit level encryption.

B.10.7 Data Location. All Data will be stored on servers located solely within the CONTUS.

B.10.8 Application Upgrade Notification. Contractor shall provide the County with 30 days advance notice of any technology platform upgrades or changes that may affect the smooth delivery of services under this contract.

B.10.9 Security and Backups. The Contractor shall offer the County access to the Application using the Internet. The Contractor shall restrict access to the Contractor-managed application environment to qualified employees of the Contractor only. The Contractor shall employ its reasonable commercial efforts to ensure the security, confidentiality and integrity of all the County's Data and other proprietary information transmitted through or stored on the Contractor-managed systems, including, without limitation: (i) maintenance of daily and weekly independent archival and backup copies of the Application and all County's Data, and (ii) protection from a network attack, intrusion, and other malicious, harmful, or disabling data, work, code, or program.

In support of this provision, this Section has expanded to address security controls, protections, and practices in terms of our requirements:

I. General Security Controls and Practices

A. Anti-malware Software. All devices (e.g., workstations, laptops and other systems) that process and/or store County Data must install and actively use a managed and comprehensive anti-malware software solution with automatic updates scheduled at least daily to maintain currency.

B. Backups. Contractor replicates data asynchronously from its production location to its disaster recovery location to limit data loss in the event of a disaster. Daily backups of the production environment are performed.

C. Incident Response Protocol. Notify the County of any actual, confirmed information security breach involving County Data due to but not limited to unauthorized access, intrusion, etc. as soon as practical, but no more than seventy-two (72) hours, and regular communication is maintained with both internal and external stakeholders throughout the incident, following approved processes.

D. Patch Management. All devices (e.g., workstations, laptops and other systems) that process and/or store County Data must have security patches applied, with system reboot if necessary. There must be a documented patch management process, which determines installation timeframe based on risk assessment and vendor recommendations. Contractor shall maintain a risk-based patch management program that prioritizes the application of security patches based on factors including, without limitation, asset exposure, number of affected systems, potential impact on business operations, and exploitability of the vulnerability. Contractor shall apply all applicable Application and Infrastructure patches within defined remediation timeframes that minimize the opportunity for exploitation. Such timelines shall, at a minimum, conform to industry-recognized standards, including those promulgated by the National Institute of Standards and Technology (NIST), as updated or superseded. Contractor can mandate expedited remediation timelines as needed to meet regulatory or incident response requirements in line with Contractor's Threat Coordination Process (TCP). Emergency patching follows the mandated change management process.

E. User IDs and Password Controls. All users must be issued a unique user name for accessing County Data. Use of multi-factor authentication (MFA) is required for administrative end-users not otherwise accessing the SSO.

If MFA is not available for non-administrative end-users, then the username and use of a strong or complex password are required with the following minimum characteristics stated below or per Contractor's policy, which are per industry current standards:

- Must be at least twelve characters.
- Must not be stored in readable format on the computer.
- Must be changed immediately if revealed or compromised.
- Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)

F. Data Destruction/Sanitization. County Data (e.g., PII, records) received by Contractor, and any database(s) created, copies made, or files attributed to the records received will be destroyed when they are no longer needed for the business purpose for which they were obtained or for regulatory or auditing purposes, or within thirty (30) calendar days of termination of the Agreement, using confidential destruction methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruction methods. County Data shall be destroyed in accordance with decisions and methods described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88 or similar industry standard.

II. System Security Controls and Protections

A. Access Controls. The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

B. Data at Rest. County Data must be encrypted at the minimum using 256-bit key length and use of the AES (Advanced Encryption Standard) algorithm, or per current Contractor standards which align with industry standard.

C. Intrusion Prevention. All systems involved in accessing, holding transporting, and protecting County Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution, at the minimum.

D. Network Transmission. All data transmissions of County Data must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 256-bit key length, at the minimum or per current Contractor standards which align with industry standard. Encryption can be end to end at the network level, or the data files containing County Data can be encrypted. This requirement pertains to any type of County Data in motion such as website access, file transfer, and e-mail.

E. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County Data, or which alters County Data. The audit trail must be date and timestamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County Data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived per Contractor standards, which currently adhere to County's requirement of at least three (3) years after occurrence.

III. Audit Controls

A. System Security Risk Assessment. All systems processing and/or storing County Data must have at least an annual system security risk assessment and/or security risk review as outlined in Contractor's security testing standard, which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include the use of approved vulnerability scanning tools, at the minimum.

B.10.10 Disaster Recovery/Business Continuity.

A. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within seventy-two (72) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County, to the extent known and allowable by law, of:

- 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- B. If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- C. Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
- D. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share confirmation of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

B.10.11 Examination and Audit.

- A. Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online SOC 2 Reports and high-level reviews of compliance attestations that relate to the security of the SaaS product purchased by the County.
- B. Contractor shall make available high-level summaries of application and network penetration testing performed by the Contractor or independent third parties. Tests may include, but not be limited to, the following:
- 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) The County will not directly conduct tests within Contractor's environment because Contractor's infrastructure is a multi tenant, shared services architecture that cannot support customer initiated testing without creating confidentiality, stability, and segregation risks for other clients.
- C. After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. Upon Contractor receiving the results of the audit, Contractor will provide the County with written confirmation of planned remediation upon request within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

B.10.12 Discovery. Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the County's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

B.10.13 Data Separation. Data must be logically segregated from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.

B.10.14 Data Destruction/Sanitization. County Data (e.g., PII, records) received by Party, and any database(s) created, copies made, or files attributed to the records received will be

destroyed when they are no longer needed for the business purpose for which they were obtained, except as otherwise required for regulatory or auditing purposes within sixty (60) calendar days of termination of the Agreement, using confidential destruction methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruction methods. County Data shall be destroyed in accordance with decisions and methods described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88 or equivalent.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period if the employee has been an employee of Contractor for less than 1 year. The County shall have the right to request that any Contractor personnel who do not meet the County's hiring criteria be removed from performing work under this Contract, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Director of Human Resources* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation

in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract

is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract that are not Contractor Data shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section D–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

All Contractor Data and various databases, improvements, technologies, inventions, developments, ideas, discoveries, and any other intellectual property associated therewith shall be deemed part of the Services and are owned by Contractor (or its licensors or providers, as applicable). Nothing contained in this Contract shall be deemed to convey to the County or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services or Contractor Data. The County shall not acquire any rights in or to the Services or Contractor Data in excess of the scope and/or duration described in the Contract. The County agrees that it shall only access and use the Services and Contractor Data for the County’s own internal business and solely in the manner explicitly permitted in this Contract. The County further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to (a) change, modify, add code or otherwise alter the Services in any manner,(b) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (c) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipated product or service of Contractor. The County shall not access, transfer, or use the Services or Contractor Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services or Contractor Data outside the United States or its territories shall require Contractor’s prior written approval.

C.29 RESERVED

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the

employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 RESERVED.

C.45 RESERVED.

C.46 RESERVED.

C.47 RESERVED.

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.).

For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 RESERVED.

C.50 RESERVED.

C.51 RESERVED.

C.52 RESERVED.

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 RESERVED.

C.55 RESERVED.

C.56 RESERVED.

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2026 and expires June 30, 2031 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 County acknowledges that the ability of Contractor to provide accurate information is dependent upon receipt of accurate data from County. County shall provide current and accurate data necessary for Contractor to provide the Services. County agrees to provide such data to Contractor within a mutually agreeable timeframe and to promptly correct and update County Data. County further agrees to test and validate the accuracy of the data on a mutually agreeable frequency using paper-based or electronic data validation reports provided by Contractor. Both parties agree to work together to identify and resolve all identified historical and ongoing County Data errors within two (2) of County’s pay periods. Furthermore, County agrees to transfer data to Contractor using a mutually agreeable format.

F. FISCAL PROVISIONS

F.1 The total amount of payment under this Contract shall be \$84,000 for the five-year term, allocated as follows:

- F.1.1. For Years 1 through 3 of the Contract, the total annual amount to be paid by the County shall be \$16,500 per year;
- F.1.2. For year 4 of the Contract, the total amount to be paid by the County shall be \$16,995; and
- F.1.3. For Year 5 of the Contract, the total amount to be paid by the County shall be \$17,505.

All payments shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- F.2 Contractor will issue quarterly invoices to the County in accordance with the "Fees" provision of Schedule 1. Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order number stated on the invoice.

County shall pay Contractor for the Services in the amounts agreed upon in writing and set forth in the attached Schedule 1. If County requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Contractor has commenced work, County agrees to pay Contractor for its costs reasonably incurred for such work in process already completed. Contractor's invoices will be deemed to be correct and acceptable to County unless County advises Contractor of disputed items within ten (10) business days of their receipt.

- F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

- F.6 **RESERVED.**

- F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE REQUIREMENTS

G.1 Indemnification

Subject to the limitations of liability set out in Section G.2 below, Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its

obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

Subject to the limitations of liability set out in Section G.2 below, the Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability arising out of Contractor's gross negligence or willful misconduct in its performance of the services under this Contract and for any costs or expenses incurred by the County on account of any third-party claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Limitation of Liability

The County agrees that Contractor's total aggregate liability under the contract, regardless of the nature of the legal or equitable right claimed to have been violated, is limited to direct damages which shall not exceed the amount paid by the County to Contractor under the contract for the particular services that are the subject of the alleged losses or injuries during the twelve-month period preceding the date on which the alleged losses or injuries by Contractor first accrued.

Notwithstanding any other provision of the contract, in no event shall either party be liable to the other party for any incidental, indirect, consequential, punitive, special or increased damages, or damages to business reputation, damages arising from loss of business with third parties, or loss of profits from transactions with third parties, or willful infringement by the other party, whether any of the foregoing are foreseeable or not, and however caused, even if such party is advised of the possibility that such damages or lost profits might arise.

G.3 Additional Insured

The General Liability, Auto Liability, and Umbrella Liability policies shall include the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Contractor or its insurer(s) shall provide at least thirty (30) days' advance written notice of cancellation or non-renewal of any insurance policy required under this Contract.

G.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII" or an equivalent rating with a similar rating agency.

G.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions shall be the responsibility of the Contractor.

G.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract.

G.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

G.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Reserved
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.12.5 **RESERVED**

G.12.6 **RESERVED**

G.12.7 Professional Liability (including Cyber Liability) Insurance – Professional Liability (including Cyber Liability) Insurance with limits of no less than \$2,000,000 for each occurrence or event with an annual aggregate of \$4,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.12.8 RESERVED

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have the right to review and audit all billing records, financial records, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 In connection with any such audits of Contractor’s billing records, the County shall at all times comply with applicable law and Contractor’s security procedures and confidentiality requirements provided to the County in writing reasonably in advance of any such audit. In addition, The County’s right to audit Contractor shall be subject to each of the following: (a) written notice to Contractor of not less than ten (10) business days; (b) an agreed-upon statement between the parties of the scope of any such audit; (c) Contractor’s ability to participate in the audit; and (d) a post-audit conference whereby the parties will discuss the results and mutually agree upon any commercially reasonable changes to be made with respect to such audit. Under no circumstances shall the County have the right to audit, or otherwise access or view, Contractor Data or any of Contractor’s databases, though County may have read-only access to County Data in Contractor’s databases during such an audit.

H.3 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Director of Human Resources
San Bernardino County
Human Resources Department
175 West Fifth Street, First Floor
San Bernardino, CA 92415-0440*

*Experian Employer Services, Inc.
475 Anton Blvd.
Costa Mesa, CA 92626
Attn: Office of General Counsel*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

B
y _____
Deputy

Experian Employer Services, Inc

(Print or type name of corporation, company, contractor, etc.)

B
y ► _____
(Authorized signature - sign in blue ink)

Amanda Hitchell

Name _____
(Print or type name of person signing contract)

Title Corporate Counsel

(Print or Type)

Dated: _____
475 Anton Blvd. Costa Mesa, CA
Address 92626

FOR COUNTY USE ONLY

Approved as to Legal Form ► _____ Jose Mendoza, County Counsel Date _____	Reviewed for Contract Compliance ► _____ Gina King, Assistant Director, Human Resources Date _____	Reviewed/Approved by Department ► _____ Leonardo Gonzales, Director, Human Resources Date _____
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Schedule 1
Unemployment Cost Management Services ("UCMS")

1. Application. For the purposes of this Schedule, the term "Services" shall mean Experian Employer Services, Inc.'s ("Contractor") provision of services to San Bernardino County ("County") which includes County's unemployment cost management, a service within Unemployment Insurance Administration Services and related services

as described in this Schedule. Contractor will provide Services to County for the fees set forth below.

2. Claims Management.

- A. Contractor shall process for the County all unemployment compensation claims, at all levels of protest or appeal, for the account(s) under contract, dealing directly with the state agencies on behalf of the County.
- B. Contractor shall provide hearing guidance to the County in determining the proper individual, necessary documentation and other pertinent guidelines to best assist the County in all appeals hearings before all state agencies. It is recognized that the County has sole discretion as to the final action taken and the state agencies as to final jurisdiction.
- C. Hearing representation will be provided by the Contractor at the request of the County. Representation will be provided at an additional fee of \$150.00 per telephone hearing and \$250.00 per in person hearing.

3. Training and Education.

- A. Contractor shall conduct educational seminars for County to educate management and supervisory personnel about rules and regulations pertaining to a claimant's unemployment compensation eligibility, progressive discipline, documentation, potential liability, and other valuable guidelines to help protect the County against unwarranted unemployment claims and benefit charges. These seminars will be customized for the client and conducted via webinar or in person. Contractor shall consult with County, whenever necessary or requested to do so, to advise on procedures pertaining to the control and reduction of unemployment liability.
- B. Contractor shall inform County of significant changes to unemployment compensation laws, regulations, and interpretations thereof.
- C. Contractor shall review County's existing written policy handbook, manual or rules, at County's request, to provide guidance and information that pertains to the control and reduction of unemployment compensation liability.
- D. Contractor shall present to County management reports on a monthly, quarterly and annual basis. The report shall describe the unemployment activity in County's account(s) and results of Contractor's services for County.

4. Tax Benefit Charge Auditing and Management.

- A. Contractor shall initiate and maintain an audit of County's unemployment benefit charges. The audit shall consist of the validation of all benefit charges to County's account(s) and the corresponding unemployment claims; checking for erroneous, incorrect and unwarranted charges. Contractor shall file, for County, all necessary requests, protests and appeals for credit to County's tax account(s) with the appropriate state agency departments for all erroneous, incorrect and unwarranted charges uncovered in the audit.
- B. Contractor will verify each state issued unemployment tax rate received and protest any inaccuracies.
- C. Contractor will review, calculate and recommend beneficial voluntary contributions in the applicable states.
- D. Contractor will analyze and project the value of joint accounts in applicable states and make recommendations.

5. Fees.

- A. Quarterly Fee: Start of quarter months are January, April, July, October. Invoice received electronically before the quarter with a net sixty (60) day payment term. County shall pay to Contractor a quarterly fee of \$4,125, for an annual total of \$16,500 in accordance with the fiscal provisions of the Contract for

years 1,2, and 3 of the Contract. The County shall pay \$4,248.75 each quarter for an annual total of \$16,995 for year 4 of the Contract, and \$4,376.25 each quarter for an annual total of \$17,505 for year 5 of the Contract, in accordance with the fiscal provisions of the Contract.

6. Data Corrections.

In the event that a County employee notifies Contractor of an error in any County Data, and Contractor or County concludes that the County Data is incorrect, County shall correct the County Data as required. If County does not correct the County Data, Contractor may correct the information on behalf of County.

Schedule 2
Income and Employment Verification Services

1. Application. For the purposes of this Schedule, the term “Services” shall mean Experian Employer Services, Inc.’s (“Contractor”) provision of services to San Bernardino County (“County”) which includes income and employment verification services and related services as described in this Schedule. Contractor will provide Income and Employment Verification Services to County at no additional cost to the County.
2. Income and Employment Verification Services.
 - A. Contractor shall:
 1. Verify income and employment for commercial verifiers through www.experianverify.com or similar platform operated by Contractor or its affiliates (“Verification Platform”).
 2. Verify income and employment for government verifiers through the Verification Platform.
 3. Provide customer service through the Contractor support desk Monday-Friday (excluding Holidays) from 8AM-8PM EST.
 4. Only provide income and employment verifications through the Contractor help desk if a verification cannot be processed online through the Verification Platform.
 5. Allow County employees 24/7 access to their own information through the employee portal. There is no limit on the number of verifications or times County employees are able to access or download their own data. This access is at no cost to County employees.
 6. Allow County’s employees to self-register securely on the Verification Platform to view their employment information and check who has been verifying their employment.
 7. Allow County’s employees to prevent non-governmental verifications at any time.
 8. Grant County’s employees unlimited access to data, reporting, and account monitoring capabilities.
 9. Assist County with the rollout of the Verification Platform and provide County with template communication materials for their employees.
 10. Assist the County with IT implementation of the Verification Platform.
 - B. County shall provide to Contractor the employment and income information of County’s employees in the mutually agreeable format and frequency. Contractor will obtain employees’ written authorization prior to releasing employment and information to verifiers, and will only use the employment and income information for its purposes in compliance with applicable laws.
3. Fees. Contractor shall provide the Services at no additional charge to County.
4. Data Corrections. In the event that a County employee notifies Contractor of an error in any County Data, and Contractor or County concludes that the County Data is incorrect, County shall correct the County Data as required. If County does not correct the County Data, Contractor may correct the information on behalf of County.