

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 San Joaquin Valley Free Medical Clinic and Needle Exchange, a 501(c)3 non-profit
4 organization, whose address is 366 N. Van Ness Avenue, Fresno, CA 93701 ("Contractor"), and
5 the County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. California, including Fresno County, is experiencing an opioid crisis that has worsened
8 over the last few years. Opioid-related overdose deaths and emergency room visits have
9 increased countywide and statewide.

10 B. County, through its Departments of Public Health, Behavioral Health and Social
11 Services, desire to improve the opioid-related overdose deaths and emergency room visits by
12 providing wraparound services, including certain harm reduction and medical services, at a
13 centralized location.

14 C. San Joaquin Valley Free Medical Clinic and Needle Exchange (SJVFMCNE) provides
15 the desired harm reduction and medical services at no charge for community members.

16 D. County and Contractor desire to enter a unique collaboration to implement a pilot whole-
17 person harm reduction program.

18 The parties therefore agree as follows:

19 **Article 1**

20 **Contractor's Services**

21 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
22 Exhibit A to this Agreement, titled "Scope of Services."

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 provide the premises for office space and medical space every
4 Saturday, 10:00 am to 5:00 pm, to conduct the whole-person harm reduction program and allow
5 enough time for setup and cleanup. Use of this space may also include chairs, tables, counters,
6 sinks, and exam tables located in the designated space. Location will be determined through a
7 separate lease agreement.

8 2.2 The County will provide a Clinic Coordinator of the Day and Security Guard on the
9 premises during clinic operation hours.

10 2.3 The County will work with Contractor to develop an aggregate monthly report that
11 demonstrates the type of services provided, participant demographics, and number of unique
12 participants per week.

13 2.4 The County shall provide access and referral services through its Departments of
14 Public Health, Behavioral Health and Social Services as needed to program participants. This
15 may include linkage to health insurance, Medi-Cal, CalWORKs, CalFresh, and job programs;
16 finding a primary care provider; assistance with housing insecurities; screening and treatment
17 options for STIs and HIV/AIDS; linkage to prenatal or peri-natal services; and screening
18 individuals needing behavioral and mental health services.

19 **Article 3**

20 **Compensation, Invoices, and Payments**

21 3.1 The harm reduction program services conducted pursuant to the terms and
22 conditions of this Agreement shall be performed without the payment of any monetary
23 consideration by Contractor or County, one to the other.

24 3.2 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
25 expenses that are not specified as payable by the County under this Agreement.
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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on the date the parties sign this Agreement and
4 terminates on August 31, 2025, except as provided in section 4.2, "Extension," or Article 6,
5 "Termination and Suspension," below.

6 **Article 5**

7 **Notices**

8 5.1 **Contact Information.** The persons and their addresses having authority to give and
9 receive notices provided for or permitted under this Agreement include the following:

10 **For the County:**

11 Director, Department of Public Health
12 County of Fresno
13 P.O. Box 11867
14 Fresno, CA 93775
15 DPHContracts@fresnocountyca.gov
16 Fax: 559-600-7687

17 **For the Contractor:**

18 Dallas Blanchard, Chief Financial Officer
19 San Joaquin Valley Free Medical Clinic and Needle Exchange
20 366 N. Van Ness Avenue
21 Fresno, CA 93701
22 FresnoFNB@yahoo.com

23 5.2 **Change of Contact Information.** Either party may change the information in section
24 5.1 by giving notice as provided in section 5.3.

25 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
26 for or permitted under this Agreement must be in writing, state that it is a notice provided under
27 this Agreement, and be delivered either by personal service, by first-class United States mail, by
28 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

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

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

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

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

10 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
11 nothing in this Agreement establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
13 of Title 1 of the Government Code, beginning with section 810).

14 **Article 6**

15 **Termination and Suspension**

16 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
17 contingent on the approval of funds by the appropriating government agency. If sufficient funds
18 are not allocated, then the County, upon at least 30 days' advance written notice to the
19 Contractor, may:

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

21 (B) Terminate this Agreement.

22 **6.2 Termination for Breach.**

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

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

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

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

7 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
8 County may terminate this Agreement by giving at least 30 days advance written notice to the
9 Contractor.

10 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
11 under this Article 6 is without penalty to or further obligation of the County.

12 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
13 6, the County may demand repayment by the Contractor of any monies disbursed to the
14 Contractor under this Agreement that, in the County's sole judgment, were not expended in
15 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
16 demand. This section survives the termination of this Agreement.

17 **Article 7**

18 **Confidentiality**

19 **7.1 Confidentiality.** All services performed by the Contractor under this Agreement
20 shall be in strict conformance with all applicable Federal, State of California and/or local laws
21 and regulations relating to confidentiality.

22 **Article 8**

23 **Independent Contractor**

24 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers,
25 agents, employees, and volunteers, is at all times acting and performing as an independent
26 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
27 venturer, partner, or associate of the County.

1 **Article 11**

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

3 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
14 to be paid by the County under this Agreement is also provided by Federal funding.

15 11.3 **Public Records.** The County is not limited in any manner with respect to its public
16 disclosure of this Agreement or any record or data that the Contractor may provide to the
17 County. The County's public disclosure of this Agreement or any record or data that the
18 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

13 **11.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

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

7 **Article 12**

8 **Disclosure of Self-Dealing Transactions**

9 12.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
14 County before commencing the transaction or immediately after.

15 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 13**

19 **General Terms**

20 13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The Contractor acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

28

1 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Contractor consents to California jurisdiction for actions arising from or
3 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
4 brought and maintained in Fresno County.

5 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 13.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
18 not unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the Contractor under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the Contractor and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

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

7 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 13.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

17 (A) An "electronic signature" means any symbol or process intended by an individual
18 signing this Agreement to represent their signature, including but not limited to (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 13.15 **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]

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

2 SAN JOAQUIN VALLEY FREE MEDICAL
3 CLINIC AND NEEDLE EXCHANGE

COUNTY OF FRESNO

4
5 _____
6 Authorized Signature

David Luchini, RN, PHN
Director, Department of Public Health

7 _____
8 Name, Title

9 366 N. Van Ness Ave.
10 Fresno, CA 93701

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24
25 For accounting use only:

26 Org No.: 56201500
27 Account No.: 7295
28 Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

The County of Fresno (County) is in need of a partner to provide certain harm reduction services at a centralized clinic at no charge to community members living in Fresno County. These services have been proven to reduce the number of used needles improperly disposed of in our community and reduce the risk of blood-borne and soft tissue infections such as Hepatitis B, C and HIV/AIDS. The Harm Reduction Program clinic will operate 12:00pm to 4:00pm every Saturday, even on holidays.

Contractor's will be responsible for the following:

- Provide licensed and unlicensed medical staff and volunteers to offer harm reduction services.
- Collect used syringes for proper disposal in exchange for clean syringes and/or pipes.
- Provide basic medical care related to complications of injection drug use such as infections, abscesses, and wound care.
- Distribute condoms and naloxone, the opioid overdose reversal medication commonly known as Narcan®.
- Link program participants to drug treatment resources. Through the SJVFMNE's telehealth program, provide ongoing medicated-assisted treatment or refer to an opioid treatment program.
- Provide monthly aggregate data as required by County.
- Provide hands-on training to health professionals volunteering at the Harm Reduction Program clinic.

Exhibit B

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 B

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

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 one year 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 one year after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **All-Risk Property Insurance.** All-risk property insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. County will be named as an Additional Loss Payee.

Exhibit C

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

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

(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.

Exhibit C

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (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.