

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated September 5, 2023 and is between Forensic Doctors Group, PC ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. The Sheriff-Coroner's Office desires to use Contractor so that Michael Hunter, MD may perform Postmortem Autopsies and External Examinations for the Sheriff-Coroner's Office.

B. On January 31, 2023, the Sheriff-Coroner's Office contracted with Contractor through County Procurement Agreement #P-23-050 from February 1, 2023 through May 31, 2025 for the maximum amount of \$190,000.

C. This compensation amount is now insufficient, due to the large number of autopsies that must be performed, and the parties desire to convert the Purchasing Agreement to a Board Agreement, and increase the maximum compensation value from \$190,000 to \$600,000.

D. It is the intent of the parties that this Agreement shall supersede and replace Procurement Agreement #P-23-050 in its entirety, and that following the Effective Date of this Agreement, Procurement Agreement #P-23-050 shall have no further force and effect. The parties therefore agree as follows:

**Article 1**

**Contractor's Services**

1.1 **Scope of Services.** All services performed by the Contractor under this Agreement shall be performed by Michael Hunter, MD ("Dr. Hunter"). The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Exhibit A."

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

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

1 1.4 **Reports.** Contractor shall deliver completed reports in compliance with the National  
2 Association of Medical Examiners standards.

3 1.5 **Timing.** Contractor shall complete 90 percent of cases within 60 days, and 90  
4 percent of the remaining cases shall be completed within 90 days. Contractor shall notify  
5 Sheriff-Coroner's Office of anticipated date of completion and actual date of completion of any  
6 cases that do not fall in these timelines. Written explanations shall be offered for cases taking  
7 longer than the recommended turnaround times. Unforeseen delays in the delivery of histology,  
8 toxicology or consult may impact turnaround time.

9 1.6 **Location of Services.** All services shall be performed at the County's Morgue,  
10 located at 3333 E. American Ave., Suite G, Fresno CA 93725 ("Morgue"). Contractor shall not  
11 have any right to control or exclusively possess all or any portion of any County facility,  
12 including the Morgue, and at any time, authorized County staff may enter County facilities,  
13 including the Morgue, where Contractor is performing services.

## 14 **Article 2**

### 15 **County's Responsibilities**

16 2.1 **Engagement of Dr. Hunter.** The Sheriff-Coroner's Office will email Dr. Hunter a  
17 monthly schedule providing dates that the Sheriff-Coroner's Office needs Dr. Hunter to perform  
18 services.

19 2.2 Unless stated otherwise there shall be no minimum order quantity and County  
20 reserves the right to increase or decrease orders or quantities. The County reserves the right to  
21 negotiate additional items to this Agreement as deemed necessary. Such additions shall be  
22 made in writing and signed by both parties.

## 23 **Article 3**

### 24 **Compensation, Invoices, and Payments**

25 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
26 the performance of its services under this Agreement as described in this section and Exhibit A.

27 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
28 under this Agreement is \$600,000, commencing as of September 5, 2023, for the entire term of



1 written approval on behalf of the County based on the Contractor's satisfactory performance.  
2 The extension of this Agreement by the County is not a waiver or compromise of any default or  
3 breach of this Agreement by the Contractor existing at the time of the extension whether or not  
4 known to the County.

## 5 **Article 5**

### 6 **Notices**

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

9 **For the County:**

10 Sheriff's Captain or Administrative Services Director  
11 County of Fresno  
12 2200 Fresno Street  
13 Fresno, CA 93721  
14 Sheriff.Payables@fresnosheriff.org  
15 Fax: (559) 600-8318

16 **For the Contractor:**

17 Michael Hunter, MD dba Forensic Doctors Group, PC  
18 14881 Lago Drive  
19 Rancho Murieta, CA 95683  
20 Email: Dist14@gmail.com  
21 Phone: (415) 905-0304

22 5.2 **Change of Contact Information.** Either party may change the information in section  
23 5.1 by giving notice as provided in section 5.3.

24 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
25 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
26 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
27 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
28 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 **Independent Contractor**

19 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
20 agents, employees, and volunteers, is at all times acting and performing as an independent  
21 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
22 venturer, partner, or associate of the County.

23 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the  
24 manner or method of the Contractor's performance under this Agreement, but the County may  
25 verify that the Contractor is performing according to the terms of this Agreement.

26 **7.3 Benefits.** Because of its status as an independent contractor, the Contractor has no  
27 right to employment rights or benefits available to County employees. The Contractor is solely  
28 responsible for providing to its own employees all employee benefits required by law. The



1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
8 the County may examine at any time during business hours and as often as the County deems  
9 necessary, all of the Contractor's records and data with respect to the matters covered by this  
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
11 request by the County, permit the County to audit and inspect all of such records and data to  
12 ensure the Contractor's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
16 years after final payment under this Agreement. This section survives the termination of this  
17 Agreement.

18 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
19 disclosure of this Agreement or any record or data that the Contractor may provide to the  
20 County. The County's public disclosure of this Agreement or any record or data that the  
21 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
17 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
18 and which the County has a right, under any provision of this Agreement or applicable law, to  
19 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
20 County, for purposes of public disclosure, the requested records that may be in the possession  
21 or control of the Contractor. Within five business days after the County's demand, the  
22 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
23 possession or control, together with a written statement that the Contractor, after conducting a  
24 diligent search, has produced all requested records that are in the Contractor's possession or  
25 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
26 diligent search, does not possess or control any of the requested records. The Contractor shall  
27 cooperate with the County with respect to any County demand for such records. If the  
28 Contractor wishes to assert that any specific record or data is exempt from disclosure under the

1 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
2 exemption by citation to specific legal authority within the written statement that it provides to  
3 the County under this section. The Contractor's assertion of any exemption from disclosure is  
4 not binding on the County, but the County will give at least 10 days' advance written notice to  
5 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
6 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
7 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
8 failure to produce any such records, or failure to cooperate with the County with respect to any  
9 County demand for any such records.

## 10 **Article 11**

### 11 **Disclosure of Self-Dealing Transactions**

12 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
13 or changes its status to operate as a corporation.

14 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
16 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the  
17 County before commencing the transaction or immediately after.

18 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
19 a party and in which one or more of its directors, as an individual, has a material financial  
20 interest.

## 21 **Article 12**

### 22 **General Terms**

23 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
24 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
25 by both parties. The Contractor acknowledges that County employees have no authority to  
26 modify this Agreement except as expressly provided in this Agreement.

27 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
28 under this Agreement without the prior written consent of the other party.

1       12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
2 or related to this Agreement.

3       12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
4 County, California. Contractor consents to California jurisdiction for actions arising from or  
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
6 brought and maintained in Fresno County.

7       12.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
10 against either party.

11       12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12       12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
13 only and are not part of this Agreement.

14       12.8 **Severability.** If anything in this Agreement is found by a court of competent  
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
18 intent.

19       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
24 all applicable State of California and federal statutes and regulation.

25       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
27 performance of any continuing or other obligation of the Contractor and does not prohibit  
28 enforcement by the County of any obligation on any other occasion.

1       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
2 between the Contractor and the County with respect to the subject matter of this Agreement,  
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
4 publications, and understandings of any nature unless those things are expressly included in  
5 this Agreement. Furthermore, this Agreement specifically supersedes and replaces County  
6 Procurement Agreement #P-23-050. If there is any inconsistency between the terms of this  
7 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be  
8 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then  
9 to the terms of the exhibits.

10       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
11 create any rights or obligations for any person or entity except for the parties.

12       12.13 **Consistent Federal Income Tax Position.** Contractor acknowledges that the  
13 Morgue referred to herein has been acquired, constructed, and/or improved using net proceeds  
14 of governmental tax-exempt bonds ("Bond-Financed Facility"). Contractor agrees that, with  
15 respect to this Agreement and the Bond Financed Facility, Contractor is not entitled to take, and  
16 shall not take, any position (also known as a "tax position") with the Internal Revenue Service  
17 ("IRS") that is inconsistent 14 with being a "service provider" to the County, as a "qualified user"  
18 with respect to the Bond Financed Facility, as "managed property," as all of those terms are  
19 used in Internal Revenue Service Revenue Procedure 2017-13, and to that end, for example,  
20 and not as a limitation, Contractor agrees that Contractor shall not, in connection with any  
21 federal income tax return that it files with the IRS or any other statement or information that it  
22 provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond  
23 Financed Facility, or (b) claim any depreciation or amortization deduction, investment tax credit,  
24 or deduction for any payment as rent with respect to the Bond-Financed Facility.

25       12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

- 26               (A) The Contractor is duly authorized and empowered to sign and perform its  
27 obligations under this Agreement.  
28

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

4 **12.15 Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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


26 **12.16 Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.

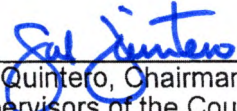
28 [SIGNATURE PAGE FOLLOWS]

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

2 Forensic Doctors Group, PC  
3

COUNTY OF FRESNO

4   
5 \_\_\_\_\_  
6 Michael Hunter, MD

  
7 \_\_\_\_\_  
8 Sal Quintero, Chairman of the Board of  
9 Supervisors of the County of Fresno

7 14881 Lago Drive  
8 Rancho Murieta, CA 95683

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

9  
10  
11 For accounting use only:

By:   
Deputy

12 Org No.: 31117000  
13 Account No.: 7295  
14 Fund No.: 0001  
15 Subclass No.: 10000

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **Exhibit A**

2 **Scope of Services**

3 Michael Hunter, MD

4 Forensic Doctors Group, PC

5 14881 Lago Drive

6 Rancho Murieta, CA 95683

7 A. Contractor shall provide autopsy services on cases that are suspicious, homicides, or  
8 undetermined, as well as for cases that are natural, accident, or suicide.

9 B. Contractor shall provide case review, research, and other preparations for trial, and  
10 pretrial conferences with attorneys on cases that require trial testimony.

11 Price List:

12 Qty	Service Description	Amount Each
13 1.0	Routine Autopsies	\$2,000.00
14 1.0	Complicated Autopsies (suspicious, homicides, 15 in-custody, children under 5)	\$3,000.00
16 1.0	External Examinations	\$700.00
17 1.0	Medical Record Reviews	\$700.00
18 1.0	Review for Preparation for and during legal testimony	\$600 per hour

## 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

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

# Exhibit C

## Insurance Requirements

### 1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement,

## Exhibit C

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.
- (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

## Exhibit C

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.