

1 **SERVICE AGREEMENT**

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

6 **Recitals**

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

10 WHEREAS, 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; and

14 WHEREAS, San Joaquin Valley Free Medical Clinic and Needle Exchange (SJVFCNE)
15 provides the desired harm reduction and medical services at no charge for community members; and

16 WHEREAS, County and Contractor desire to enter a unique collaboration to implement a pilot
17 whole-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 Exhibit A to
22 this Agreement, titled "Scope of Services."

23 **1.2 Representation.** The Contractor represents that it is qualified, ready, willing, and able to
24 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 applicable
26 federal, state, and local laws and regulations in the performance of its obligations under this
27 Agreement, including but not limited to workers compensation, labor, and confidentiality laws and
28 regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall provide the premises for office space and medical space every Saturday,
4 8:00 am to 2:00 pm, to conduct the whole-person harm reduction program and allow enough time for
5 setup and cleanup. Doors may be be open to the public between 8:30 am – 12:00 pm. The County
6 may adjust times or cancel dates due to certain circumstances. Use of this space may also include
7 chairs, tables, counters, sinks, and exam tables located in the designated space. Location will be
8 determined through a separate lease agreement.

9 2.2 The County will provide a Clinic Coordinator of the Day and Security Guard on the
10 premises during the hours of 8:00 am to 2:00 pm.

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

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

20 **Article 3**

21 **Compensation, Invoices, and Payments**

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

25 **3.2 Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses
26 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 September 1, 2025, and terminates on August 31, 2030,
4 except as provided in section 4.2, "Annual Review," or Article 6, "Termination and Suspension,"
5 below.

6 **4.2 Annual Review.** Services provided under this Agreement will be evaluated on an annual
7 basis to ensure efficiency of service delivery and meeting the County's goals in providing services to
8 the specified population. If the County finds that service delivery does not meet the County's goal of
9 providing efficient services to maintain public safety, it may evoke Article 6 for termination of this
10 Agreement.

11 **Article 5**

12 **Notices**

13 **5.1 Contact Information.** The persons and their addresses having authority to give and receive
14 notices provided for or permitted under this Agreement include the following:

15 **For the County:**

16 Director, Department of Public Health
17 County of Fresno
18 P.O. Box 11867
19 Fresno, CA 93775
20 DPHContracts@fresnocountyca.gov
21 Fax: 559-600-7687

22 **For the Contractor:**

23 Dallas Blanchard, Chief Financial Officer
24 San Joaquin Valley Free Medical Clinic and Needle Exchange
25 366 N. Van Ness Avenue
26 Fresno, CA 93701
27 FresnoFNB@yahoo.com

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

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

1 overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document
2 Format (PDF) document attached to an email.

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

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

6 C. A notice delivered by an overnight commercial courier service is effective one County
7 business day after deposit with the overnight commercial courier service, delivery fees prepaid, with
8 delivery instructions given for next-day delivery, addressed to the recipient.

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

14 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this
15 Agreement establishes, waives, or modifies any claims presentation requirements or procedures
16 provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government
17 Code, beginning with section 810).

18 **Article 6**

19 **Termination and Suspension**

20 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on
21 the approval of funds by the appropriating government agency. If sufficient funds are not allocated,
22 then the County, upon at least 30 days' advance written notice to the Contractor, may:

23 A. Modify the services provided by the Contractor under this Agreement; or

24 B. Terminate this Agreement.

25 **6.2 Termination for Breach.**

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

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

5 C. For purposes of this section, a breach occurs when, in the determination of the County,
6 the Contractor has:

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

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the County
12 may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

13 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County under
14 this Article 6 is without penalty to or further obligation of the County.

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

20 **Article 7**

21 **Confidentiality**

22 **7.1 Confidentiality.** All services performed by the Contractor under this Agreement shall be in
23 strict conformance with all applicable Federal, State of California and/or local laws and regulations
24 relating to confidentiality.

25 **Article 8**

26 **Independent Contractor**

27 **8.1 Status.** In performing under this Agreement, the Contractor, including its officers, agents,
28 employees, and volunteers, is at all times acting and performing as an independent contractor, in an

1 independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or
2 associate of the County.

3 **8.2 Verifying Performance.** The County has no right to control, supervise, or direct the manner
4 or method of the Contractor's performance under this Agreement, but the County may verify that the
5 Contractor is performing according to the terms of this Agreement.

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7 **8.3 Benefits.** Because of its status as an independent contractor, the Contractor has no right to
8 employment rights or benefits available to County employees. The Contractor is solely responsible for
9 providing to its own employees all employee benefits required by law. The Contractor shall save the
10 County harmless from all matters relating to the payment of Contractor's employees, including
11 compliance with Social Security withholding and all related regulations.

12 **8.4 Services to Others.** The parties acknowledge that, during the term of this Agreement, the
13 Contractor may provide services to others unrelated to the County.

14 **Article 9**

15 **Indemnity and Defense**

16 **9.1 Indemnity.** The Contractor shall indemnify and hold harmless and defend the County
17 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
18 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any
19 kind to the County, the Contractor, or any third party that arise from or relate to the performance or
20 failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees)
21 under this Agreement. The County may conduct or participate in its own defense without affecting the
22 Contractor's obligation to indemnify and hold harmless or defend the County.

23 **9.2 Survival.** This Article 9 survives the termination of this Agreement.

24 **Article 10**

25 **Insurance**

26 **10.1 Required Policies.** The Contractor shall comply with all the insurance requirements in Exhibit
27 C to this Agreement.

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1 **Article 11**

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

3 **11.1 Inspection of Documents.** The Contractor shall make available to the County, and the
4 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 request
7 by the County, permit the County to audit and inspect all of such records and data to ensure the
8 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 California
11 State Auditor, as provided in Government Code section 8546.7, for a period of three years after final
12 payment under this Agreement. This section survives the termination of this Agreement. Additional
13 Federal audit requirements may apply if any portion of the compensation to be paid by the County
14 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 disclosure
16 of this Agreement or any record or data that the Contractor may provide to the County. The County's
17 public disclosure of this Agreement or any record or data that the Contractor may provide to the
18 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 agency.

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

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

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

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

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

11 **11.4 Public Records Act Requests.** If the County receives a written or oral request under the
12 CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the
13 County has a right, under any provision of this Agreement or applicable law, to possess or control,
14 then the County may demand, in writing, that the Contractor deliver to the County, for purposes of
15 public disclosure, the requested records that may be in the possession or control of the Contractor.
16 Within five business days after the County's demand, the Contractor shall (a) deliver to the County all
17 of the requested records that are in the Contractor's possession or control, together with a written
18 statement that the Contractor, after conducting a diligent search, has produced all requested records
19 that are in the Contractor's possession or control, or (b) provide to the County a written statement that
20 the Contractor, after conducting a diligent search, does not possess or control any of the requested
21 records. The Contractor shall cooperate with the County with respect to any County demand for such
22 records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure
23 under the CPRA or other applicable law, it must deliver the record or data to the County and assert
24 the exemption by citation to specific legal authority within the written statement that it provides to the
25 County under this section. The Contractor's assertion of any exemption from disclosure is not binding
26 on the County, but the County will give at least 10 days' advance written notice to the Contractor
27 before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The
28 Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under

1 the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such
2 records, or failure to cooperate with the County with respect to any County demand for any such
3 records.

4 **Article 12**

5 **Disclosure of Self-Dealing Transactions**

6 **12.1 Applicability.** This Article 11 applies if the Contractor is operating as a corporation or
7 changes its status to operate as a corporation.

8 **12.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-
9 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing
10 Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the County before
11 commencing the transaction or immediately after.

12 **12.3 Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party
13 and in which one or more of its directors, as an individual, has a material financial interest.

14 **Article 13**

15 **General Terms**

16 **13.1 Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement
17 may not be modified, and no waiver is effective, except by written agreement signed by both parties.
18 The Contractor acknowledges that County employees have no authority to modify this Agreement
19 except as expressly provided in this Agreement.

20 **13.2 Non-Assignment.** Neither party may assign its rights or delegate its obligations under this
21 Agreement without the prior written consent of the other party.

22 **13.3 Governing Law.** The laws of the State of California govern all matters arising from or related
23 to this Agreement.

24 **13.4 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
25 California. Contractor consents to California jurisdiction for actions arising from or related to this
26 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
27 maintained in Fresno County.

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1 **13.5 Construction.** The final form of this Agreement is the result of the parties' combined efforts.
2 If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that
3 ambiguity shall not be resolved by construing the terms of this Agreement against either party.

4 **13.6 Days.** Unless otherwise specified, "days" means calendar days.

5 **13.7 Headings.** The headings and section titles in this Agreement are for convenience only and
6 are not part of this Agreement.

7 **13.8 Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be
8 unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties
9 shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and
10 enforceable terms intended to accomplish the parties' original intent.

11 **13.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall not
12 unlawfully discriminate against any employee or applicant for employment, or recipient of services,
13 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
14 medical condition, genetic information, marital status, sex, gender, gender identity, gender
15 expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of
16 California and federal statutes and regulation.

17 **13.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the
18 Contractor under this Agreement on any one or more occasions is not a waiver of performance of any
19 continuing or other obligation of the Contractor and does not prohibit enforcement by the County of
20 any obligation on any other occasion.

21 **13.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between
22 the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes
23 all previous negotiations, proposals, commitments, writings, advertisements, publications, and
24 understandings of any nature unless those things are expressly included in this Agreement. If there is
25 any inconsistency between the terms of this Agreement without its exhibits and the terms of the
26 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this
27 Agreement without its exhibits, and then to the terms of the exhibits.

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1 **13.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any
2 rights or obligations for any person or entity except for the parties.

3 **13.13 Authorized Signature.** The Contractor represents and warrants to the County that:

4 A. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Agreement.

6 B. The individual signing this Agreement on behalf of the Contractor is duly authorized to
7 do so and his or her signature on this Agreement legally binds the Contractor to the terms of this
8 Agreement.

9 **13.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

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

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

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

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

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

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

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[SIGNATURE PAGE FOLLOWS]

1 IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and year
2 first hereinabove written.

3 **San Joaquin Valley Free Medical Clinic**
4 **and Needle Exchange**

COUNTY OF FRESNO

5 
6 Dallas Blanchard, CFO
366 N. Van Ness Ave.
Fresno, CA 93701

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

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

10 By: _____
11 Deputy

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18
19 FOR ACCOUNTING USE ONLY:

20 ORG: 56201500

21 Account: 3404

22 Fund: 0001

23 Subclass: 10000
24
25
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1 **Exhibit A**

2 **Scope of Services**

3 The County of Fresno (County) is in need of a partner to provide certain harm reduction
4 services at a centralized clinic at no charge to community members living in Fresno County.

5 These services have been proven to reduce the number of used needles improperly disposed of in our
6 community and reduce the risk of blood-borne and soft tissue infections such as Hepatitis B, C and
7 HIV/AIDS. The Harm Reduction Program clinic will operate consistent with Article 2.1 of this
8 Agreement.

9 Contractors will be responsible for the following:

- 10 1. Provide licensed and unlicensed medical staff and volunteers to offer harm reduction services.
11 2. Collect used syringes for proper disposal in exchange for clean syringes and/or pipes.
12 3. Provide basic medical care related to complications of injection drug use such as infections,
13 abscesses, and wound care.
14 4. Distribute condoms and naloxone, the opioid overdose reversal medication commonly known
15 as Narcan®.
16 5. Link program participants to drug treatment resources. Through the SJVPMCNE's telehealth
17 program, provide ongoing medicated-assisted treatment or refer to an opioid treatment
18 program.
19 6. Provide monthly aggregate data as required by County.
20 7. Provide hands-on training to health professionals volunteering at the Harm Reduction Program
21 clinic.
22
23 8. Comply with any onsite or programmatic direction from County staff.

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
Self-Dealing Transaction Disclosure Form

(1) Company Board Member Information:			
Name:		Date:	
Job			
(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
Insurance Requirements

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

Exhibit C
Insurance Requirements

timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely 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.