

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND RONALD L. CLARK, DDS**

This Amendment to the Agreement Number 2023-302, dated September 19th, 2023 and most recently amended for the 2nd time by Agreement 2024-231, dated July 26th, 2024 (hereinafter the Agreement and subsequent 2 amendments shall be referred to collectively as the "Original Agreement"), by and between the County of Tehama, (County) and Ronald L. Clark, DDS (Contractor) for the purpose of dental and medical services to inmates of the Tehama County Jail shall be amended as follows:

EXHIBIT A to the Original Agreement is replaced in its entirety with a new Exhibit A attached hereto

This Amendment No. 3, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Agreement and all Attachments to the Agreement. In the event of any inconsistency or conflict between the provisions of the main body of this Amendment and any exhibit to this Amendment, the main body of the Amendment shall prevail. This Amendment and the Agreement may not be further modified except in a writing signed by both parties.

All other terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below:

Ronald L. Clark, DDS.

Date: 04/03/25

By R. Clark DDS
Ronald L. Clark, DDS

COUNTY OF TEHAMA

Date: _____

By _____
Sheriff-Coroner Dave Kain

Date: _____

By _____
Chairman, Tehama County Board of Supervisors

100382
Vendor Number

2-321-04-532396
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements:

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Coverage Cancellation

Except for the insurance policies for General Commercial Liability and for Workers Compensation, each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to County." The insurance policies for General Commercial Liability and for Workers Compensation shall be endorsed to state that "coverage shall not be reduced or canceled without 10 days' prior written notice certain to County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to County. County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Contractor shall require and verify that all subcontractors' Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "County of Tehama, its elected officials, officers, employees and volunteers" as an additional insured.

When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may

terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.