

**AGREEMENT  
MICROCORRE DIAGNOSTIC LABORATORY**

**I. INTRODUCTION**

**THIS AGREEMENT** is entered into as of July 1, 2017, between the COUNTY OF TULARE, referred to as COUNTY, and MICROCORRE DIAGNOSTIC LABORATORY, referred to as CONTRACTOR, with reference to the following:

**II. RECITALS**

A. CONTRACTOR is a professional medical corporation and has a Certificate of Registration issued by the California Secretary of State which will be kept current at all times during the terms of the Agreement.

B. COUNTY wishes to enter into an Agreement with CONTRACTOR whereby CONTRACTOR will perform certain pathology services for the Sheriff-Coroner (the "SHERIFF"):

C. COUNTY and CONTRACTOR mutually agree to enter into this agreement on the terms and conditions set forth herein as well as the attached exhibits.

**ACCORDINGLY, IT IS AGREED:**

**III. SPECIFIC TERMS**

1. **TERM:** This Agreement shall become effective as of July 1, 2017 and shall expire at 11:59 PM on June 30, 2019 unless otherwise terminated as provided in this Agreement.
2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**
3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.
4. **INSURANCE REQUIREMENTS:** See attached **EXHIBIT C**.

#### **IV. GENERAL TERMS**

##### **5. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**6. COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**7. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law

principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

8. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

9. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

10. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **Exhibit C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage,

or to provide evidence of renewal, may be considered a material breach of this Agreement.

**11. INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**12. TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**13. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

14. **FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

15. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

<b>TULARE COUNTY SHERIFF'S OFFICE</b>	<b>With A Copy To:</b>
<b>Assistant Sheriff</b>	<b>Fiscal Manager</b>
<b>2404 W. Burrel Ave.</b>	<b>2404 W. Burrel Ave.</b>
<b>Visalia, CA 93291</b>	<b>Visalia, CA 93291</b>
<b>Phone No.: 559-636-4710</b>	<b>Phone No.: 559-636-4635</b>
<b>Fax No.: 559-636-4690</b>	<b>Fax No.: 559-636-4690</b>

**CONTRACTOR:**  
**Microcorre Diagnostic Lab**  
**890 N. Cherry St.**  
**Tulare, CA 93274**  
**Phone No.:559-686-9432**  
**Fax No.:559-686-4000**

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

16. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

17. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

18. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

19. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

20. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

21. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

22. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

23. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

25. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

26. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**COUNTY OF TULARE**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**



Date: 5.23.17

By Gary A. Walter, MD  
TITLE President

Date: \_\_\_\_\_

By \_\_\_\_\_  
TITLE \_\_\_\_\_

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

# EXHIBIT A

## PATHOLOGY SERVICES

CONTRACTOR agrees that at all times during the term of this Agreement it will provide pathology services, including microscopic slides as needed, for the Sheriff in accordance with the terms and conditions of this Agreement. Such services shall be provided in available facilities and in a manner that is consistent with medical standards established in the medical community. Further, CONTRACTOR will perform autopsies as required by the Sheriff. Autopsies and pathologist's examinations will generally be conducted at the Tulare County Morgue except in case of emergency or unforeseen circumstances, as a reasonable accommodation might be required.

This Agreement does not cover any expert witness fees in connection with autopsies performed for the SHERIFF.

# EXHIBIT B

## PAYMENT FOR SERVICES

Microcorre shall receive compensation in accordance with the fee schedule set forth below for each autopsy requested by the Sheriff:

Flat rate per month: **\$25,000.00**

Rate per year: **\$300,000.00**

This flat rate includes all consult cases, up to 340 medical inspections, full autopsies with or without microscopic examination, SIDS cases, and full forensic homicide cases.

Any case above the cap of 340 inspections will be billed at a rate of \$800.00 per case. This fee will provide two qualified forensic pathologists and a backup pathologist for non-forensic autopsy cases. A separate vendor will provide toxicology services. Outside consultation requested by the Sheriff/Coroner will be billed separately.

COUNTY shall pay CONTRACTOR fees set forth in upon presentation of an itemized invoice in form acceptable to the COUNTY submitted in arrears for services rendered during the previous calendar month on or before the tenth day of each month.

EXHIBIT C

**PROFESSIONAL SERVICES CONTRACTS  
INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain coverage for the duration of the Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, its agents, representatives, employees and subcontractors, if applicable.

- A. Minimum Scope & Limits of Insurance
1. Insurance Services (Other Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
  2. Insurance Services (Other Form Number CA 99 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$1,000,000.
  3. Workers' Compensation coverage as required by the State of California with Primary Limit, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. CONTRACTOR must obtain endorsements to the General Liability and Auto Liability policies the following:

1. The COUNTY, its officers, agents, affiliates, employees and volunteers are to be covered as additional insureds on contracts, including acting out of work on operations performed by or on behalf of the CONTRACTOR, or subcontractors named, hired or managed by the CONTRACTOR.
2. For any claim related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, affiliates, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, affiliates, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not coordinate with it.
3. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be waived by other parties, except after thirty (30) days prior written notice has been provided to the County.

C. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

D. Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, affiliates, employees and volunteers for recovery of damages in the event that damages are covered by the workers' compensation and employer's liability.

E. THE COUNTY Risk Manager may approve any deductible or self-insured retention that exceeds \$100,000.

F. Insurance must be placed with insurers with a current rating from A.M. Best and Company of no less than A- (VII) and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance in California. Any waiver of these standards is subject to approval by the County Risk Manager.

G. Endorsements of Insurance. In accordance with the Agreement by the COUNTY, the CONTRACTOR shall file with the insurance department a copy of the endorsement page from the CONTRACTOR's policy and a copy of the endorsement page from the COUNTY's policy. The COUNTY reserves the right to require certified copies of all required endorsements on behalf of the county. The CONTRACTOR shall provide the right to require certified copies of all required endorsements at any time.



<b>CERTIFICATE OF INSURANCE</b>		Issue Date: 11/16/2016	
Effective Date: 01/01/2017		<b>A Claims-Made Professional Liability Policy</b>	
First Named Insured: <b>Gary A Walter MD</b> <b>PO Box 4294</b> <b>Visalia, CA 93278</b>		<b>IMPORTANT NOTICE:</b> This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.	
Insured: <b>Gary A Walter MD</b>			
Specialty: <b>PAT01 - Pathology</b>			
Policy Number:		Policy Period:	
<b>0427475</b>		From: <b>01/01/2017</b> To: <b>01/01/2018</b>	
Retroactive Date:		Departure Period:	
<b>01/01/1999</b>		From: <b>N/A</b> To: <b>N/A</b>	
The Insured above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Insured		Agency and Address: <b>JHS Insurance Services, LLC</b> <b>7585 O'Donovan Road</b> <b>Creston, CA 93432</b> <b>(805) 238-6533</b>	
<b>LIMITS OF LIABILITY</b>			
Claim Limit:		<b>\$1,000,000</b>	
Aggregate Limit:		<b>\$3,000,000</b>	

- I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.
- VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

STATE OF CALIFORNIA  
**DMCBA** The Medical Board of California  
DEPARTMENT OF CONSUMER AFFAIRS 2005 Evergreen Street, Suite 1200  
Sacramento, CA 95815



**PHYSICIAN AND SURGEON**  
CERTIFICATE NO. **G45798** EXPIRATION **11/30/2018**  
**GARY ALAN WALTER**  
BOX 4294  
VISALIA CA 93278

ORIGINAL  
ISSUANCE DATE **07/31/1981**  
RECEIPT NO. **100009781**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

County of Tulare

its officers, agents and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



MICRDIA-01

JMADRIGAL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

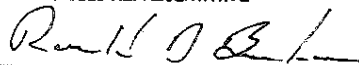
<b>PRODUCER</b> License # 0D44424 Walter Mortensen Insurance / INSURICA 126 N. Main Street Porterville, CA 93257	<b>CONTACT NAME:</b> Jacqueline Madrigal <b>PHONE (A/C, No, Ext):</b> (559) 560-3215 <b>E-MAIL ADDRESS:</b> Jacqueline.Madrigal@INSURICA.com	<b>FAX (A/C, No):</b> (559) 781-3229
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Microcorre Diagnostic Laboratory 890 N Cherry St Tulare, CA 93274-2208	<b>INSURER A:</b> Monterey Insurance Company	<b>NAIC #</b> 23540
	<b>INSURER B:</b> California Capital Insurance Company	<b>NAIC #</b> 13544
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2SSA31162890	02/16/2017	02/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			2-SAA-3-1162890	02/16/2017	02/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB    OCCUR EXCESS LIAB    CLAIMS-MADE DED    RETENTION \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as an additional insured with respect to general liability policy if required or agreed to in a written contract subject to all provisions and limitations of the policy.

<b>CERTIFICATE HOLDER</b>  County of Tulare its officers, agents and employees 221 S Mooney Blvd. Room 3 Visalia, CA 93291	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Monterey Insurance Company  
ADDITIONAL INTEREST SCHEDULE

Policy Number: 2-SSA-3-1162890  
MICROCORRE DIAGNOSTIC LABORATORY  
890 NORTH CHERRY  
TULARE, CA 93274

AGENT #: 57300  
Walter Mortensen Insurance  
P.O. Box 1960  
Porterville, CA 93258-9325

LIABILITY:

Additional Insured

County of Tulare  
its officers, agents and employees  
221 S. Mooney Blvd., Room 3  
Visalia, CA 93291-4593

CG2026 - General Liability

Additional Insured

County of San Luis Obispo  
its officers and employees  
1055 County Government Center, Room D320  
San Luis Obispo, CA 93408

CG2026 - General Liability

Additional Insured

Tulare Regional Medical Center  
c/o Armstrong Property Management  
P.O. Box 871  
Visalia, CA 93279

CG2011 - CA - Loc #1

PROPERTY:

Loss Payee - CP1218

BANK OF THE SIERRA  
LOAN OPERATIONS CENTER  
P.O. BOX 1930  
PORTERVILLE, CA 93258

CA - Loc #1