

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

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**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **DAVIS GUEST HOME, INC.**, a California Corporation, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain services of the CONTRACTOR to provide residential board and care services for residents of COUNTY requiring a structured environment due to mental health challenges as requested by the COUNTY; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018, and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A and A-1.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B and B-1.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE  
 HEALTH & HUMAN SERVICES AGENCY  
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	<b>Exhibit</b>	

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

**COUNTY:**

CONTRACT UNIT  
 TULARE COUNTY HEALTH & HUMAN SERVICES  
 AGENCY  
 5957 S. Mooney Boulevard  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-737-4059

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

DAVIS GUEST HOME, INC  
 1878 E. Hatch Road  
 Modesto CA 95351  
 Phone No.: 209-538-1496  
 Fax No.: 209-538-9421

(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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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

**DAVIS GUEST HOME, INC.**

Date: 4/13/18

By [Signature]

Print Name Thomas E Spum

Title Vice President

Date: 4/13/18

By [Signature]

Print Name Lonny B Davis

Title CFD

[Pursuant to Corporations Code section 313, County policy 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 a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**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

Approved as to Form  
County Counsel

By [Signature]  
Deputy 2018463

Matter # 4/26/2018

**DAVIS GUEST HOME  
EXHIBIT A  
SCOPE OF SERVICES  
FISCAL YEAR 2018/2019**

**A. Scope of Services**

1. History of Organization

Davis Guest Home, Inc. has operated Residential Care Facilities since 1962. Davis Guest Home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for residents and by maintaining ongoing training program for all levels of staff.

An environment of respect, encouragement and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the consumer. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages consumers to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

1. Educational:

- Money Management/Budgeting Training
- Public Transportation Access/Utilization
- Interpersonal/Dyadic Communications Skills
- Family and Peer Relational Processes
- Nutritional/Menu Planning and Food Preparation
- Responsibility Orientation, Cause/Effect Sequences
- Chemical Dependency/Substance Abuse Awareness

2. Socialization/Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge
- Self-Disclosure/Transparency Therapy
- Healthy Responses to relational Pain/Trust Development
- Self-Acceptance Support Group

3. Entertainment/Recreational:

- Concerts, Community Events
- Holiday Celebrations
- Movies, Games and Sports
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Shopping Trips
- Birthday Celebrations
- Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, consumer council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each consumer in our facility. The consumer council meetings provide opportunity for consumers to influence the choices and types of activities and events that are sponsored or attended by residents.

*The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:*

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking in unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication compliance.
9. Paranoid perception – which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns – up all night, sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the consumer at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational grounds that provide a relaxed setting for enjoying a

country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. All of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 consumers from a variety of agencies throughout the State of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis, owner/administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of Community Care Education Residential Provider Certification, and related training seminars offered by the California Association of Residential Care Homes: Stanislaus County and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allow discussion and interaction among staff concerning residents, Individual Program Plans (IPP's), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc., are used to award staff demonstrating qualities of personal initiative, diligence and concern for consumers' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Home contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Consumers to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness,

psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

*10. Placement Procedures*

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any consumer we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

*11. Emergency Services*

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

*12. Program Expenses*

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident.

*13. Counties Responsibilities*

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

COUNTY agrees to continue case management responsibility for any consumer whose Tulare County conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved consumer leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a consumer to Tulare County for placement.

Medi-Cal: Consumer's Permanent Residence COUNTY agrees that the resident's Medi-Cal codes remain within his/her county of origin throughout his/her stay at CONTRACTOR'S facility. COUNTY agrees not to intentionally re-code resident's Medi-Cal county codes to CONTRACTOR'S County. COUNTY agrees to promptly take



steps to correct any coding error should a Medi-Cal number be recoded through County's conduct in any manner to CONTRACTOR'S County.

Board and Care shall be paid from the consumers SSI or SSI/SSA benefits. If the consumer does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The consumers SSI or SSI/SSA monthly residential board and care rate is currently \$1039.37 per month for a consumer who receives one check and 1059.37 for a consumer who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalization (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written request, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frames indicated above, extensions may be secured with written notice to CONTRACTOR.

## EXHIBIT A-1

### TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

**DAVIS GUEST HOME  
EXHIBIT B  
COMPENSATION  
FISCAL YEAR 2018/2019**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR at the daily rates as stated in **Exhibit B-1** for each day that an authorized County client is in CONTRACTOR's facility. These daily rates times the number of days utilized by clients in the program, will determine the reimbursement to CONTRACTOR to the maximum compensation of One Hundred Fifty Thousand Dollars (\$150,000.00). This shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment.
- b. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2018.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- d. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

**2. INVOICING**

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all services are actually rendered and an invoice is submitted at the end of each monthly billing cycle.

By the tenth (10) business day of each month, CONTRACTOR shall submit a monthly invoice to:

Tulare County Health & Human Services Agency  
Department of Mental Health  
Attn: Deanna Montes  
5957 S. Mooney Blvd.  
Visalia, CA 93291

Invoices shall be in the format approved by the Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the County's payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date. The invoice must be supported by a system generated report that validates services indicated on the invoice.



## **Fiscal Year 2018-2019 Rate Sheet**

### **Transitional Rate Program/Services:**

\$ 1,039.37 SSI \*

\$ 1,059.37 SSI/SSA\*

\$ 105.00 Daily Patch Rate

\*The resident's SSI/SSI monthly residential board and care rate is currently \$1,039.37/\$1,059.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based Upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates are \$120.00 for higher acuity and \$130.00 for private rooms.

**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this 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, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, 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. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. 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, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by 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 to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.