

TULARE COUNTY AGREEMENT NO. 28716

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2017 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and ~~CF-MERCED BEHAVIORAL, LLC,~~ d/b/a MERCED BEHAVIORAL CENTER ("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 the services of CONTRACTOR for the purpose of providing a comprehensive and balanced range of mental health services including a program of organized therapeutic activities designed to promote daily living skills and social skills which augments and is integrated within the existing nursing facility program; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Mental Health Rehabilitation 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, 2017, 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, 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  
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<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:**

CF MERCED BEHAVIORAL, LLC.  
 d/b/a MERCED BEHAVIORAL CENTER  
 1255 B Street  
 Merced, CA 95340  
 Phone No: (209)-723-8814  
 Fax No: (209)-384-3747

(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  
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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.

CF MERCED BEHAVIORAL LLC d/b/a MERCED  
BEHAVIORAL CENTER

Date: 5/14/18

By Heather Langford

Print Name Heather Langford

Title CFO

Date: 5/13/18

By Barbara Durnon

Print Name Barbara Durnon

Title Operations

[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.]

Date: 10/26/2018

COUNTY OF TULARE  
By J. Allen Mitchell  
Chairman, Board of Supervisors

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

By Mary Kowells  
Deputy Clerk



Approved as to Form  
County Counsel

By Rachel Maddox

Deputy  
Matter # 2018471

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2017-2019**

**A. DESCRIPTION OF SERVICES**

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In accordance with and pursuant to the terms and conditions of this Agreement, CONTRACTOR agrees to provide a basic mental health rehabilitation program as described in Title 9, Chapter 3.5 of the California Code of Regulations to assist COUNTY in meeting the needs of their target population clients who require this level of care. These clients require continuous supervision and may be expected to benefit from an active rehabilitation program designed to improve their adaptive functioning or prevent any further deterioration of their adaptive functioning. Services are provided to individuals having special needs or deficits in one or more of the following areas: self-help skills, behavioral adjustment, interpersonal relationships, prevocational preparation, and alternative placement planning. CONTRACTOR will be funded to provide a program to County residents who have been determined by the Director of Mental Health, or his designee, as appropriate for CONTRACTOR's program.

**B. ELIGIBILITY**

- a. CONTRACTOR shall admit clients with a Diagnostic and Statistical Manual of Mental Disorders – 5 (DSM-5) diagnosis who are in need of 24-hour skilled psychiatric nursing services, clients who, without prompt and adequate treatment, are evaluated as being at risk of displaying behavioral symptoms (such as combativeness, elopement, suicide threats, and excessive verbal abusiveness) which precluded them from being admitted to a lower level of care. The frequency, scope, and severity of these behaviors are determining factors for admission, and will be negotiated between COUNTY and CONTRACTOR for each client admission. Individuals whose mental illnesses are deemed by COUNTY to be appropriate for acute care and individuals suffering exclusively from developmental disability, mental retardation, or physical illness without a psychiatric component shall not be considered for admission.
- b. A client's eligibility for admission to CONTRACTOR's facility shall be certified by COUNTY prior to admission. Eligibility for Medi-Cal will be verified or confirmed by COUNTY. Referrals to CONTRACTOR may be made by any provider designated by the Director of Mental Health or his/her designee. COUNTY shall not be responsible for the cost of any services, which are not made pursuant to a referral as set forth in this paragraph. Any referral source that wishes to access funding for an individual client to enter CONTRACTOR's facility must petition the Director of Mental Health for authorization by submitting a referral packet. This packet shall include, but may not be limited to:
  1. A physician's order for admission with a current psychiatric evaluation that identifies why any Institution of Mental Disease (IMD) and/or Mental Health

Rehabilitation Center (MHRC) is the least restrictive, most appropriate level of care where services can be safely and adequately delivered.

2. A current diagnosis of serious mental illness.
3. A list of client problems/behaviors that led to the referral.
4. A clear statement of what the referral source's expectations are for treatment at the facility.

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- c. If the Assistant Agency Director agrees that the presented information justifies admission to CONTRACTOR's facility, or if Director of Mental Health determines that a situation exists that requires waiving the preadmission packet submission requirement, Director of Mental Health will sign an Authorization for IMD and/or MHRC Admission form authorizing treatment. At a minimum, this form shall contain clear client identification information, admission date, and County approval of the admission.
  - d. CONTRACTOR shall not obtain non-urgent medical services for any Tulare County patients without prior authorization from Director of Mental Health or those persons designated by Tulare County. Authorized non-urgent medical services may be provided by independent contractors with prior written consent from COUNTY. CONTRACTOR agrees that all subcontractors will perform per terms of this Agreement.
  - e. Where special non-authorized psychiatric services are deemed necessary, authorization by Director of Mental Health or designee shall be obtained as established.
  - f. Notification shall be given to the Director of Mental Health or designee if patient requires emergency hospitalization or is the subject of or committed any unusual incident.
  - g. CONTRACTOR shall make available to COUNTY, on request, a list of any and all persons who will provide services under this Agreement, including employees of the CONTRACTOR and/or employees of any subcontractors. This list shall state the name, title, professional degree, and job description.
  - h. CONTRACTOR shall provide sufficient staffing levels so that during the provision of services under this Agreement such levels shall be in compliance with applicable state and federal law.
  - i. CONTRACTOR warrants that all staff, including their subcontractors, who perform services under this Agreement, shall be fully licensed and qualified to perform such services, shall be competent in the performance of such services, and shall perform such services according to acceptable professional standards of the applicable professional community.

### **C. TRAINING PROGRAM CONTRACTOR**

CONTRACTOR will maintain active in-service and other training programs as stipulated in Title 9, Chapter 3.5 of the California Code of Regulations, other appropriate regulations, and as otherwise required.

#### **D. CONTRACTOR'S STAFF**

During the term of this Agreement, CONTRACTOR shall provide and maintain sufficient qualified employees, agents, and personnel to perform its duties and obligations hereunder.

#### **E. DISPUTES**

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Any dispute arising on admission of an individual patient shall be resolved between the Director of Mental Health and the Administrator of CONTRACTOR, or their respective designees, and with the safety of all patients taken into consideration.

#### **F. CLIENT MONITORING**

COUNTY and CONTRACTOR recognize that in order to maintain close coordination of services, frequent, in-person contacts between the assigned case manager and CONTRACTOR's staff are vital.

- a. The purpose of the contacts will be to:
  1. Ensure that the treatment plan clearly addresses the reason the client requires extended placement in CONTRACTOR's facility.
  2. Monitor the client's participation to ensure the client is making the fullest use of the program provided.
  3. Monitor the client's progress to ensure that appropriate discharge plans are made and completed on a timely basis.
- b. To facilitate close coordination of services, COUNTY agrees to:
  1. Provide an assigned case manager to make visits to CONTRACTOR's facility to review the clients' progress, assist in the treatment planning process, and to monitor the clients' participation in the program.
  2. Ensure that the case manager has access to necessary COUNTY resources to facilitate the clients' care and to accomplish discharge plans.
  3. Move clients in a timely fashion when a written discharge request is delivered.
  4. Regularly contact CONTRACTOR's designee to receive information on progress between case manager visits.
  5. Contact CONTRACTOR's intake coordinator regarding any potential admission to the facility.
- c. To facilitate close coordination of services, CONTRACTOR agrees to:
  1. Ensure, to the extent possible, the availability of appropriate program staff to meet with the case manager during facility visits.
  2. Prepare written discharge requests that include a statement of the clients' current condition, a statement of recommended level of care, a list of current medications, and a statement of the clients' continuing treatment needs and deliver these to COUNTY promptly so discharge arrangements can be made in a timely fashion.
- d. In providing mental health services, CONTRACTOR further agrees:
  1. To furnish all personnel, facilities, insurance, equipment and administrative services as reasonably necessary to competently and professionally conduct the mental health services and programs provided for by this Agreement.

2. To provide the COUNTY, in satisfaction of Section 621 of Title 9 of the California Code of Regulations, with the services of psychiatrist with the qualifications set forth in Section 623 of that Code, who shall have the duties and responsibilities set forth in Section 522 of the Code.
  3. To comply with those provisions of Titles 9 and 22 of the California Code of Regulations, the Cost Reporting/Data Collection Manual of the State Department of Health policies and regulations, and interagency agreements to which COUNTY and CONTRACTOR are parties, all of which are hereby incorporated by this reference.
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## **G. REPORTS**

- e. CONTRACTOR shall provide COUNTY, to the satisfaction of the Director of Mental Health, monthly reports of the units of service performed.
- f. CONTRACTOR shall prepare a revenue collection report, which shall reflect all revenue collected by CONTRACTOR from COUNTY on a monthly basis, and such report shall be forwarded to COUNTY with the monthly billings.
- g. CONTRACTOR shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.
- h. CONTRACTOR shall, without additional compensation, make further fiscal, program evaluation and progress reports as required by Director of Mental Health or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall provide and explain reporting instructions and formats.

## 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:

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- 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).



CF MERCED BEHAVIORAL, LLC  
d.b.a. MERCED BEHAVIORAL CENTER  
EXHIBIT B  
COMPENSATION  
FISCAL YEAR 2017-2019

1. COMPENSATION

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- a. COUNTY agrees to compensate CONTRACTOR at the daily rates approved by the California Department of Health Care Services (DHCS) for each day that each 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 TWO MILLION, TWO HUNDRED THOUSAND DOLLARS (\$2,200,000.00), of which a maximum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) shall be for Fiscal Year 2017/2018, and a maximum of ONE MILLION, ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) shall be for Fiscal Year 2018/2019. 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, 2019.
- c. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A.
- d. CONTRACTOR agrees to comply with Medi-Cal/Medicare requirements and be approved to provide Medi-Cal/Medicare services based on Medi-Cal/Medicare site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal or Medicare eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. 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.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

## 2. ACCOUNTING FOR REVENUES

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

## 3. 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.

## 4. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided

under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."

- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.
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CF MERCED BEHAVIORAL, LLC  
d.b.a. MERCED BEHAVIORAL CENTER  
EXHIBIT B-1  
RATES  
FISCAL YEAR 2017-2019

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**REIMBURSEMENT RATE**

The following rates are gross and reimbursement will be net of other revenues collected. The rates for long-term care facilities cover mental health rehabilitation services only and exclude physician, medication and/or ancillary costs or services rendered to a beneficiary covered under the contract. The day of discharge is non-reimbursable.

The daily rates for the term of this Agreement are listed below:

- Enhanced treatment services (patch) \$227.27/ day
- Additional if client is not Medi-Cal eligible \$218.43/ day
- Daily Rate (Basic and Special Treatment) \$198.20/day

The basic rate for services is adjusted annually by the California Department of Health Care Services (DHCS) to reflect any annual rate changes. This rate will adjust automatically once DHCS rates are received by Tulare County Mental Health Branch for Fiscal Year 18/19.

## EXHIBIT C

### 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.*

## EXHIBIT C

*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.