

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Proteus, Inc.**, ("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 join with CONTRACTOR to provide a comprehensive service for conducting job searches, appraisals, problem resolution of various employment barriers; and**
- B. CONTRACTOR has the experience to provide services necessary to this purpose; 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 October 1, 2018 and expires at 11:59 PM on September 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**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B**
- 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"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input checked="" type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

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:

Tulare County Health & Human Services Agency
 Contracts Unit
 5957 South Mooney Blvd, Visalia CA 93277

 Phone No: 559-624-8000
 Fax No: 559-713-3718

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:

Proteus Inc.
 1930 N. Dinuba Blvd
 Visalia, CA 93291

Phone No: 559-627-0100

(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.

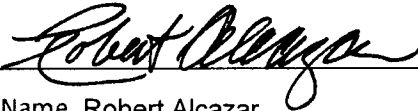
COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

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.

Proteus, Inc.

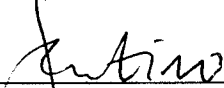
Date: 8/23/17

By 

Print Name Robert Alcazar

Title Chief Executive Officer

Date: 8/23/17

By 

Print Name Arnie Tolentino

Title Corporate Finance Director

[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  8/28/18

Deputy
Matter # 20181174

PROTEUS INC.
STATEMENT OF WORK
October 1, 2018 THROUGH September 30, 2019

CONTRACTOR will provide the following services to all Welfare to Work (WTW) referred participants:

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSa)/TulareWORKs (TW) District Offices. It is anticipated that priority will be given to job ready participants who are near their CalWORKs 48 Month Time Clock and those identified on the Work Participation Rate (WPR) List.

Intake: Upon receipt of the HHSa/TW referral, CONTRACTOR staff will "register" the individual as a WTW participant.

Outreach and Recruitment: CONTRACTOR shall attend WTW Orientation sessions conducted at designated HHSa/TW District Offices at the discretion of HHSa/TW District Office management. An orientation schedule will be developed by HHSa/TW staff and given to the CONTRACTOR.

Orientation: CONTRACTOR staff shall provide program orientation and screen participants for appropriateness for WTW services through a brief initial assessment. This assessment provides a participant-centered evaluation of basic skills, education, work history, occupational skills, general employability, interests, aptitudes, and supportive service needs. CONTRACTOR shall create and maintain a physical and electronic file containing all necessary program, right-to-work documentation as well as case notes.

Initial Assessment: An initial assessment will be conducted by CONTRACTOR on the first day of attendance. CONTRACTOR can review an initial assessment, such as CASAS and other assessment information, as available from HHSa/TW. Additional information will be gathered through a combination of testing tools to include documentation provided by HHSa/TW.

Enrollment: The participant becomes enrolled into CONTRACTOR programs at the time participant has completed their first week of participation with CONTRACTOR, within 5 working days of referral from HHSa/TW.

Participant Served: An individual becomes a "participant served" at the point participant is provided with WTW program services. CONTRACTOR will document the program services in the Monthly Activity Form.

Participants that cannot be counted as a carryover into the new contract year include; termed participants; participants in unsubsidized employment/direct placement; participants that have not been placed or termed in the last six months.

Monthly Participation Requirement: October 2018 to September 2019

FY 2018-2019

	Carry In	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Enrollments:	0	19	38	57	76	95	114	133	152	171	190	209	228
Job Search:	0	19	38	57	76	95	114	133	152	171	190	209	228
Subsidized Employment:	6	13	27	40	53	67	80	93	106	120	133	146	160
Unsubsidized Employment:	0	5	9	20	31	41	51	61	71	81	91	101	112
Meeting WPR (70%):	0	13	27	40	53	67	80	93	106	120	133	146	160

TulareWORKs will refer a minimum of 456 referrals in FY 2018-2019.

Hours of Participation-The hours of participation required for a one parent assistance unit (AU) with a child under age 6 is 22 hours per week, the requirement for a one parent AU with no child under age 6 is 32 hours per week, and the requirement for a two parent AU, is 38 hours per week.

Expectations/Outcomes: CONTRACTOR will ensure that each month at least 70% of the participants are meeting the required hours of participation as specified above.

CONTRACTOR shall submit participant monthly progress/attendance reports for all WTW participants served during the report month.

CONTRACTOR shall track all participant activity, including participants that obtain unsubsidized employment.

CONTRACTOR will submit an invoice/payment request in a format provided by HHS/TW that will include an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide a Monitoring Report, supplied by HHS/TW, with a listing of all WTW participants referred and or served during the month and which includes the following minimum information:

- The specific activity in which they are enrolled/participating.
- An indicator whether the participant met the required hours of participation.
- The enrollment date.
- The subsidized/unsubsidized employment site as applicable.
- Term date, reason for term, and follow up engagement efforts prior to termination.

Monitoring and Monthly Invoices shall be submitted by the 10th of the month, following the month of service.

The 1907 TW (Change in Circumstances Form) is a document which enables communication between CONTRACTOR staff and HHS/TW staff. A 1907 TW is to be submitted within 48 hours whenever there has been a change in the participants' status. Some examples include but are not limited to:

- Participants start date with the CONTRACTOR.
- Date participant returned to HHS/TW and the reason (s) why.
- Start date of any employment activity such as subsidized employment unsubsidized employment, unpaid work experience, and/or direct placement.
- Average number of hours/week.
- Hourly Rate of pay.
- End date of employment or other activity and why.
- Efforts made to re-engage participant prior to termination due to lack of performance/participation and outcome.
- Start and stop dates for any other activities or workshops the CONTRACTOR offers.

CONTRACTOR records are to be maintained specifying when each participant, for whom hours were reported, became enrolled and began participation and when (if) his or her participation ended (due to activity ending, no longer participating, etc).

CONTRACTOR records are to be maintained showing how many hours per week each referred participant was scheduled to participate in activities.

CONTRACTOR shall provide case records for participants showing them referred and participating in that activity. If participants are assigned/enrolled CONTRACTOR shall maintain and link the participants' specific schedules and hours of weekly participation to individual participant case records.

CONTRACTOR shall notify the HHS/TW staff via the 1907 TW within 5 working days if a participant is not complying with the program activity.

CONTRACTOR shall provide monthly Activity Attendance Reports (form 1930 TW) to the HHS/TW staff. Form shall be submitted to HHS/TW by the 5th working day of the following month.

Primary WTW Participant Activities:

Of the 22 or 32 weekly participation hours, at least 20 hours must be in a primary WTW activity. Of the 38 weekly participation hours, at least 30 hours must be in a primary WTW activity, which includes:

- Unsubsidized employment.
- Subsidized private or public sector employment that leads to unsubsidized employment.
- Paid or Unpaid Work Experience. Fair Labor Standards Act calculation will apply.
- On-the-Job Training (OJT)-partial subsidy that leads towards unsubsidized employment.
- Vocational education and training as approved by HHS/TW.

- Job search and job readiness.

Secondary WTW Activities:

The following activities may be allowed pending HHS/TW approval. These activities include:

- Adult Basic Education (GED, ESL).
- Job skills training directly related to employment.
- Education directly related to employment.
- Mental Health treatment services.
- Satisfactory progress in secondary school or in a course of study leading to GED certificate.
- Substance abuse treatment.
- Domestic abuse services.

Job Readiness/Job Search: This training is a four-week course. However, placement may occur before the end of the four (4) weeks. Weekly training will consist of fifteen hours of in-house, supervised training and up to twenty highly accountable supervised job search hours. During the in-house workshop, the participant will gain job search skills while at the same time learn about soft skills for employment. Curriculum shall include, but not be limited to, resume writing; interviewing techniques, leadership development (Challenge Course), sexual harassment, safety training, workplace ethics and other skills that will assist participants in finding and retaining employment and problem resolution of various employment barriers.

Employment Activities: The participants can take several paths to unsubsidized employment, as follows:

Unpaid Work Experience: Participants are placed in unpaid temporary positions in the public sector (community service). During this activity, participants will learn important job skills while continuing to seek unsubsidized employment. The CONTRACTOR acts as the employer in Community Service/Work Experience activities.

Unsubsidized Job Placement: Though the Subsidized Employment worksite may be considered a “transitional job” businesses are intended to retain participants in positions sufficient to meet work participation hours. This activity will maximize the employment emphasis of Proteus strategy to serve HHS/TW participants.

Subsidized Employment: Participants are placed in paid temporary positions in the public or private sector. CONTRACTOR intends to meet performance outcomes utilizing a combination of subsidized employment and work experience. Participants will be hired at the current California Minimum Wage. The positions will be subsidized for approximately 180 hours.

The expectation is for the employer to hire the subsidized employment participant into unsubsidized employment whenever possible.

Unsubsidized Employment: Participants will have secured employment after utilizing their subsidized training funds. Proteus will monitor participants' progress for three months.

CONTRACTOR agrees to comply with all labor law requirements including the provisions of AB 1522 Sick Leave Act of 2014, as applicable to participants in subsidized and unsubsidized employment.

Direct Placement: Participants will have secured employment without utilizing subsidized funds. Proteus will monitor participants' progress for three months.

CONTRACTOR shall monitor the job site to ensure that the participants are performing within the scope of the job as outlined in the site agreement and that the participants attain positive work habits.

Other Services: Proteus offers English as a Second Language, Adult Basic Education/GED and High School Equivalency Classes to eligible participants as "complementary" services. Upon HHSa/TW approval, these educational services may be combined with subsidized or unsubsidized employment to meet individual Work Participation requirements. Though not funded by this project or HHSa/TW, and depending upon individual eligibility, Proteus will leverage access to a full menu of ancillary and related services to participants through Proteus' own in-house offerings. Also available, but not funded by this project, are Vocational Training options such as Truck Driving; Energy Efficiency/Renewable Energy; Office Automation and others. These may be accessed on an individual contract basis between HHSa/TW and William M. Maguy School of Education, a Division of Proteus, and Inc. After completion of Vocational Training, participants may be referred to CONTRACTOR under this project for job search and placement assistance.

Job Retention and Support Services: Supportive service payments for child care, transportation, and other ancillary expenses will be approved and provided by HHSa/TW. If there is an urgent need for support services, other than child care, CONTRACTOR may approve and provide the service (i.e. bus passes, finger printing fees, drug testing fees, academic testing or licensing fees, uniforms, work related tools, interview clothing, special shoes, etc.). CONTRACTOR will be reimbursed for these costs through the monthly billing process with cost not to exceed budget amount. CONTRACTOR shall submit supporting documentation for any reimbursement requests for supportive services. CONTRACTOR will complete documentation that verifies participation for all requests for supportive services, such as: Activity Attendance Report 1930 TW, Travel Log 1916 TW, and Change in Circumstance 1907 TW.

Case Management and In-depth Assessment: Included in this category are case management efforts to provide outreach to eligible participants (i.e. existing Workforce Innovation and Opportunity Act participants). In-depth assessments will be necessary once a WTW participant has been served.

Follow-Up Services/Retention Period: CONTRACTOR shall complete the follow-up services with participants who are placed in unsubsidized employment. The follow up must be conducted every thirty (30) days for three (3) months from

the day the participant is placed in unsubsidized employment. CONTRACTOR shall verify the participant remains in unsubsidized employment and/or direct placement to report to HHSATW via the monthly monitoring report.

CONTRACTOR shall notify HHSATW via the 1907 TW if participants are not meeting Work Participation Rate (WPR) hours. At the end of three months, CONTRACTOR shall stop reporting on these participants and terminate them from the monitoring report. CONTRACTOR shall also notify HHSATW staff via the 1907 TW that the participant has been terminated from the CONTRACTOR.

Reports: CONTRACTOR shall provide reports and files as requested by TulareWORKs to monitor the program activities.

HHSATW will assist with the following services:

- Outreach and Recruitment.
- Eligibility determination.
- Intake: Information to determine eligibility for this program.

Meetings: CONTRACTOR and HHSATW will hold meetings to discuss outcomes & concerns. Both parties agree to meet on an as needed basis or at least quarterly, to go over program issues as necessary or to engage in a network setting to look at best practice options.

CONFIDENTIALITY: CONTRACTOR and its subcontractors shall safeguard all confidential information in accordance with Welfare and Institutions Code, Section 10850 and 45 CFR section 205.50, and shall inform its employees that violation of such statutory provisions may constitute a misdemeanor. No reports, information, documents or any other materials given to, or prepared by CONTRACTOR, or to which CONTRACTOR has access by way of this Agreement, shall be made available to any individual, or entity other than COUNTY, without the express prior written consent of the COUNTY.

CONTRACTOR shall maintain NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS Sections 10553 and 10554, Welfare and Institutions Code; Section 51, California Civil Code; Sections 4450 and 11135, California Government Code; Title II of the American with Disabilities Act of 1990, Public Law (P.L.) 101-336; 42 USCA 2000d; and Title VI of the Civil Rights Act of 1964, P.L. 88-352.

DISPLACEMENT CLAUSE: CONTRACTOR agrees that no currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits.

- a. No participant shall be employed or job opening filled:
 - 1) When any other individual is on layoff from the same or any substantially equivalent job, or;
 - 2) When the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized.

TCHHSA

ORGANIZATION: PROTEUS, INC.
 SERVICES: Welfare-to-Work
 CONTRACT PERIOD: 10.1.18 - 9.30.19

COST PROPOSAL

CATEGORY	BUDGET ITEM #	PROPOSED BUDGET AMOUNT
Salaries	0100	\$362,997
Benefits	0150	\$152,622
TOTAL EXPENSES		\$515,619
SERVICES & SUPPLIES		
Insurance	0200	\$5,772
Communications	0250	\$8,155
Consultant Services	0300	\$780
Office Expense	0350	\$8,847
Office Rental	0400	\$59,796
Equipment Rental	0450	\$7,541
Utilities	0500	\$12,109
Travel	0550	\$5,364
Participant OJT Contracts	0600	\$330,123
Vocational Training	0650	\$0
Participant Support Services	0700	\$0
Other (Indirect Costs)	0750	\$97,760
SUB-TOTAL		\$536,247
TOTAL EXPENSES		\$1,051,866

PERSONNEL AND EMPLOYEE BENEFITS DETAIL

ORGANIZATION: PROTEUS, INC.

SERVICES: Welfare-to-Work

CONTRACT PERIOD: 10.1.18 - 9.30.19

PERSONNEL / SALARIES

Position	% of Time on Project	Number of Months	12 month Salary	Salary Funds Requested
Service Center Manager	22.12%	12	61,755	\$ 13,660
Service Center Manager	26.90%	12	54,528	\$ 14,668
Program Support Specialist	26.90%	12	40,398	\$ 10,867
Division Director	10.00%	12	81,291	\$ 8,129
Area Manager	30.00%	12	53,712	\$ 16,114
Program Assistant	19.50%	12	44,741	\$ 8,724
Employer Service Rep	100.00%	12	39,732	\$ 39,732
Workshop Facilitor	100.00%	12	46,545	\$ 46,545
Employer Service Rep	100.00%	12	45,833	\$ 45,833
Program Support Specialist	22.12%	12	36,602	\$ 8,096
Employment Development Ass	100.00%	12	45,603	\$ 45,603
Employer Service Rep	100.00%	12	52,395	\$ 52,395
Service Center Manager	11.00%	12	46,660	\$ 5,133
Employer Service Rep	100.00%	12	45,747	\$ 45,747
Program Development Associa	5.00%	12	35,016	\$ 1,751
				\$ -
				\$ -

773.54%

Total Salaries

362,997.00

BENEFITS

Benefit Item (Calculation)

Item Total

FICA (7.65%)	27,769	Rate applied to Salaries
SUI (\$434 of 1st \$7,000)	3,357	\$434 per Full Time Equivalent Staff
WC (2%)	7,260	Rate applied to Salaries
Medical (19.47%)	70,676	Rate applied to Salaries
Retirement (3%)	10,890	Rate applied to Salaries
Vacation (9%)	32,670	Rate applied to Salaries

Total Benefits

152,622

TOTAL SALARIES AND BENEFITS

\$515,619

*Attach job descriptions for all positions shown.

BUDGET DETAIL

ORGANIZATION: PROTEUS, INC.
 SERVICES: Welfare-to-Work
 CONTRACT PERIOD: 10.1.18 - 9.30.19

ACCOUNT NUMBER	CATEGORY & DESCRIPTION CALCULATION	SUBTOTAL	TOTAL
0200	Insurance: General Liability	\$ 5,772	\$ 5,772
0250	Communications: Courier Postage Telephone Advertising/Promotions	\$ 580 \$ 140 \$ 6,102 \$ 1,333	\$ 8,155
0300	Consultant Services Accfund/Posse Tracking Systems	\$ 780	\$ 780
0350	Office Expense Consumable Supplies Taxes	\$ 7,497 \$ 1,350	\$ 8,847
0400	Office Rental: Building Rent/ Use Fee Building Depreciation/Mortgage Interest Building Maintenance/Repair	\$ 22,523 \$ 29,245 \$ 8,028	\$ 59,796
0450	Equipment Rental Equipment Rental/Lease Equipment Repair/Maintenance	\$ 4,458 \$ 3,083	\$ 7,541
0500	Utilities & Services Electricity, Gas, Water, etc.	\$ 12,109	\$ 12,109
0550	Travel & Training: Staff Travel (@ .50 per mile reimburseme Lodging/Per Diem Staff Training	\$ 3,735 \$ 800 \$ 829	\$ 5,364
0600	Participant Wages & Taxes 17 participants x 150 hours x \$11.0/hour 143 participants x 150 hours x \$12.00/ho FICA x 7.65% x participant wages Workers Comp Insur = 8% x partic wages	\$ 28,050 \$ 257,400 \$ 21,837 \$ 22,836	\$ 330,123
0650	Participant OJT Contracts Tuition		\$ -
0700	Participant Support Services Direct Services		\$ -
0750	Other (Indirect Administrative Cost) Indirect Cost Rate @ 18.63% of Salaries & Benefits including Auditing Fees	\$ 97,760	\$ 97,760
TOTAL EXPENSES			\$ 536,247

NON-PROFESSIONAL SERVICES(EXHIBIT C)
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. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate 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 must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. 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.

B. Specific Provisions of the Certificate

1. If any of 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 OF TULARE, 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 materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 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. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the 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.*

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

Deductibles and self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be forwarded to the COUNTY Risk Manager for approval.

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.