COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT FORM
REVISION APPROVED 01/01/2018

THE ADE COUNTY	AGREEMENT NO.	
TULAKE COUNTY	AGKEEIVIEN I NO.	

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

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THIS AGREEMENT ("Agreement") is entered into as ofsubdivision of the State of California ("COUNTY"), and COURAGE TOR are each a "Party" and together are the "Parties" to this Agre	TO CHANGE, ("CONTRACTOR"). COUNTY and CONTRAC-
A. COUNTY wishes to obtain the services of CONTRACTOR of Therapeutic Program (STRTP) designed to provide a placement of and Probation Departments in lieu of the options available to the Courage to Change would be an alternative and a less restrictive fornia Youth Authority, as well as a step down option from more r	pportunity for adolescent males to the Juvenile Courts em prior to AB 403, the Continuum of Care Reform Act. environment than Juvenile Hall, County Camps, or Cali-
B. CONTRACTOR has the experience and qualifications to COUNTY'S Short-Term Residential Therapeutic Program (STRTP); a	
C. CONTRACTOR is willing to enter into this Agreement with 0	COUNTY upon the terms and conditions set forth herein.
THE PARTIES AGREE AS FOLLOWS:	
1. TERM: This Agreement becomes effective upon signature and terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below, or unless the Parties extend the terminated as provided below.	

- 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 <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
- **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 <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>.

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

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 AND HUMAN SERVICES AGENCY 5957 S. Mooney Blvd. Visalia, CA 93277

Phone No.: 559-624-8000

Fax No.: 559-713-3718

#### **CONTRACTOR:**

COURAGE TO CHANGE 1230 N. Anderson Rd Exeter, CA 93221

Phone No.: <u>559-594-4855</u> Fax No.: <u>559-594-0086</u>

#### With a Copy to:

COUNTY ADMINISTRATIVE OFFICER 2800 W. Burrel Ave. Visalia, CA 93291

Phone No.: 559-636-5005 Fax No.: 559-733-6318

- (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.

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# 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.

COL	JRAGE TO CHANGE
Date: <u>479-18</u>	sisan Janlien
	Title hour mongrafhe Dock
Date: 11-12-18	Print Name Beion Cambini
[Pursuant to Corporations Code section 313, County policy requir	Title ICE PSES OLE T es 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 or any assistant treasurer (or another officer having recordkeeping the corporation's Board of Directors authorizing the execution of the corporation's properties of the corporation of the c	l, operational responsibilities), <u>and</u> (2) the secretary, any assistant secretary, the chief financial officer, g or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy and by at least two managers, unless the contract is accompanied by a certified copy of the articles of
	COUNTY OF TULARE
Date:	By Chairman, Board of Supervisors
ATTEST: JASON T. BRITT	
County Administrative Officer/Clerk of the Boar of Supervisors of the County of Tulare	d
By Deputy Clerk	
Approved as to Form County Counsel	
By 7 2 Men. 11/27/10  Deputy  Matter # 20/8/1090	



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Office: 559-594-4855 Fax: 559-594-0086

## Exhibit A Courage to Change, STRTP

Short-Term Residential Therapeutic Program (STRTP)

Scope of Services

#### **PROGRAM DESCRIPION:**

Courage to Change, Inc. is a Short-Term Residential Therapeutic Program (STRTP) and a Certified Drug & Alcohol Program designed to provide a placement opportunity for adolescent males to the Juvenile Courts and Probation Departments in lieu of the options available to them prior to AB 403, the Continuum of Care Reform Act. Courage to Change would be an alternative and a less restrictive environment than Juvenile Hall, County Camps, or California Youth Authority, as well as a step down option from more restrictive placements. The agency's transition to a Short Term Residential Therapeutic Program (STRTP) has allowed for the opportunity for Courage to Change STRTP to meet the needs of children/youth from Child Welfare Services, Mental Health Referrals, and others who might benefit from the program components. Courage to Change provides intervention and residential treatment to male minors, between the ages of 13 and 18, and non-minor dependents qualifying for continued foster care under the statutes of AB 12.

#### PROGRAM ELEMENTS TO MEET THE NEEDS OF THE POPULATION:

Courage to Change will provide the following services to meet the needs of the residents as determined by their individual Needs and Services Plan upon completion of the MSE, CANS, SASSI-A2, and other assessment tools and in agreement of the Child and Family Team (CFT).

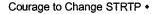
<u>Initial Crisis-Management Assessment</u>: will be done prior to or immediately upon the arrival at the facility. This assessment shall include input from the child, as well as someone the child requests to be present such as a family member or social worker or probation officer. The assessment shall be used to prepare a plan of intervention for the child, if needed.

<u>Crisis Intervention</u>: Interventions, performed by Courage to Change's clinical staff, is an immediate application of psychological intervention measures, generally lasting less than 12 hours, a condition which requires more timely response than a regularly scheduled appointment. Intervention during crisis may either be face to face, with on-site direct care staff and the residents.

<u>Trauma-Informed Care Coordination</u>: Trauma-informed organizations are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, or that program and service can be supportive and avoid re-traumatization. Courage to Change recognizes that the impact of trauma on the children in our care will require all staff, service providers, and caregivers to recognize and be prepared to meet the needs of these children and assist the families when possible.

Child and Family Team: (CFT) Courage to Change begins to develop the child's (CFPT) Child-Family and Program Team at time of intake. Initial members will review the intake materials and assessments and begin the process of a comprehensive Needs and Services Plan with an integral Aftercare/Transitional component. It will be an integral part of the Childs placement experience following it into the transitional phase of their life. As the membership of the team develops, staff specialists such as the Activity Director, the Prudent Parent Specialist, the ICWA specialist may become a more integral part of the planning process.

#### **ASSESSMENT:**



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The assessment tools used by the Courage to Change Ranch are wellness/culturally based allowing for continued changes, as needed throughout placement, to their treatment plans. They include the CANS, SASSI-A2, MSE and other Trauma Sensitive assessments as are required.

#### Initial Comprehensive Intake Assessment (CANS)

#### Facilitated by the Intake Coordinator

The Child and Adolescent Needs and Strengths Assessment (CANS) is an assessment process in addition to a multi-purpose tool. It supports decision making when planning for the child, what level of care they need, and monitors the outcomes. This initial, comprehensive, assessment will function as a baseline for further treatment conceptualization and serve to inform each specific treatment department/assessment.

#### **Drug and Alcohol Assessment (SASSI-A2)**

#### Facilitated by Certified Drug and Alcohol Specialist

The Adolescent Substance Abuse Subtle Screening Inventory (SASSI-A2) is an Evidence Based Practice tool that is used as a screening instrument for substance dependency. The SASSI-A2 is designed to help service providers determine if an adolescent is in need of further assessment and possible treatment for substance use disorders.

#### Mental Status Exam (MSE)

#### Facilitated by Clinical Staff

The Mental Health Status Examination (MSE) forms one component of the assessment of an individual. It augments other assessment components such as the history of the presenting complaint and provides cues as to what more detailed assessment needs to take place e.g. cognitive assessment or psychometric testing.

#### **Initial Aftercare Assessment**

#### Facilitated by Aftercare Specialist

The Aftercare component will be a work in progress from the beginning of placement. It will be flexible enough to adapt to the changing needs of the resident as he progresses towards independence. The Aftercare specialist will remain with this resident through the bridging process to his next placement.

#### **Gang Assessment**

#### Facilitated by the Gang Interventionist

During the first week of placement, each new resident will receive a comprehensive assessment and evaluation of his or her current gang involvement. The identity of their personal association will be determined. The extent of their family's involvement with the gang culture will also be investigated.

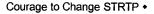
#### TREATMENT PROCESSES:

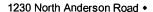
Treatment Services may include, but are not limited to, the following topics:

Adjustment Group: The Adjustment Group was designed to ease the new residents' transition at Courage to Change. Residents attend the Adjustment Group during their initial 30-45 days in placement. This group meets a minimum of once a week for one hour and will be facilitated by the Staff Social Worker.

Skills Streaming (Evidenced-Based Practice): This group meets a minimum of once a week for one hour and may be facilitated by a contracted LMFT or the Program Social Worker. The Skills Streaming (EBP Curriculum) is a prepared curriculum of psycho-educational courses designed to educate an array of pro-social psychological skills.

<u>Juvenile Offenders & Criminality (Evidenced-Based Practice)</u>: (Criminality and Substance Abuse) curriculum is an EBP (Evidence Based Practice) 20 week core curriculum designed by Hazelden. This curriculum addresses and challenges behavior associated with substance abuse and criminal behavior related to committing offenses.





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<u>Drug and Alcohol Education (12-Step Program):</u> All residents of the Courage to Change are not Addicts or Alcoholics. However, the majorities of them do abuse the use of substances, have experienced the negative effects of substance abuse and / or have experienced significant family exposure to the same.

12 Step Anger Management: (Alcoholics/ NA Anonymous) Courage to Change has specifically developed a curriculum that uses the blueprints of the 12 Step Program of Alcoholic Anonymous replacing the word alcohol or drug in the first step with anger.

Relapse Prevention Group (Alcoholics/ NA Anonymous): The Relapse Prevention Groups consist of 16 groups that are designed to build self-efficacy, camaraderie, and support for the adolescents. The groups cover topics, which allow participants to discuss changes they need to make in order to maintain abstinence.

<u>NA/AA on and offsite:</u> Courage to Change utilizes the fundamentals of Alcoholics Anonymous and Narcotic Anonymous. The residents are expected to complete Steps 1-4 before their graduation date.

Aggression Replacement Therapy group (ART) (Evidenced-Based Practice): This group will support the Trauma Informed approach used by the Mental Health, Social Work, and supervising staff of the Courage to Change. It will facilitate giving tools to the residents that will modify their future behavior and provide for a healthy integration into family and society.

<u>Domestic Violence (Young Men's Work) (Evidenced-Based Practice):</u> This group may be conducted when the population of the residents may benefit. In the Domestic Violence Group, the adolescents learn how to identify their own, as well as their family's unhealthy abusive behaviors (if any), and they also learn strategies that equip them with the ability to stop the cycle of violence in their life.

Baby Boot-Camp (The Developing Child / Adolescent Fatherhood) (Evidenced-Based Practice): This group is designed for parenting or expecting parent residents. "Babies" are used as training tools. These "babies" cry, wet, and must have their needs met.

<u>Weekly Process Group:</u> The Treatment Team reviews all concerns, write-ups, observations, Incident Reports on Monday mornings with the entire staff present to give input. This is during the regularly scheduled mandatory training of all staff. After the Training Meeting adjourns, the Treatment Team meets in the Process Group.

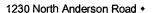
<u>Community/Resident Process Group</u>: Courage to Change utilizes the concept of positive peer culture. Weekly meetings, attended by the Residents and the Treatment Team, are designed to encourage the residents to address and confront issues in a problem-solving environment. Residents are provided the opportunity to express any grievances or concerns.

<u>Weight and Health Program:</u> Designed for severely overweight residents or those at risk of diabetes or have a diagnosis of the disease. This is a once a week weigh in with a special diet and activity component.

<u>Independent Living Program:</u> Designed for all residents to maximize their exposure to ILP skills while in placement. This might include a specialized group but is predominantly part of the school curriculum and also available, for those age eligible residents, through the county ILP programs.

<u>Treatment Team</u>: The Courage to Change Treatment Team is the precursor to the STRTP Child and Family Team (CFT). The core of the internal team consists of the Program Director, Assistant Program Director, Case Managers including; Intake Coordinator, Gang Interventionist, Aftercare Specialist, Certified Drug and Alcohol Counselor. Mental Health Providers, Administrator, Court Placement Worker or any other individual who may have pertinent information attend when required and/ or available.





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<u>Case Management:</u> Each resident will be assigned a Case Manager to facilitate their adjustment and assure that all assessments are done in a timely manner. They will have access to their Case Manager upon request. The Case Manager will be responsible for keeping the Needs and Services Plan current. Some Case Managers may become the identified "expert" in specific areas of need. For example one Case Manager may be more knowledgeable about the Prudent Parent Standards and another one the ICWA.

<u>Social Work:</u> The social work philosophy is simple "old fashion" social work: "Go where the resident is". This means that social workers understand that rehabilitation and sometimes habilitation are necessary to affect change.

<u>Parenting Component:</u> The parenting component for the families of children in placement may include the following: Parent/Family meetings, Family Counseling Sessions, Family on site visitation, Regular phone communication, Skype Video Conferencing (Mandatory and expected for all reunifying parents/guardians), Child and Family Team (CFT) participations.

<u>Animal Assisted Therapy:</u> The "Faith House" (Animal House) has been designed to provide a safe environment for animal therapy. Rescue Dogs which have been pre-screened for aggressive behavior are matched with the six residents in this dedicated house. The children learn to socialize the animals while receiving the therapeutic benefit of working with animals.

<u>Cognitive Restructuring - Graffiti Removal/Victim Awareness:</u> The graffiti removal program component was designed to challenge the criminal/gang mentality of the residents entrenched in gang. It is a cognitive restructuring approach to changing the way the child thinks about the gang value structure.

<u>Teamwork/trust/communication -Alpine Tower:</u> This activity will help develop trust and self-esteem. The Tower is facilitated by a trained, certified staff and is a voluntary activity for residents. Courage to Change's Alpine Tower provides an intense partnering experience, which dramatically highlights teamwork, cooperation, trust, communication, adventure, compassion, and respect.

<u>Leadership Skills- Central Valley Cadet Corps</u>: Voluntary participation will develop self-esteem, pride in self, leadership skills, and positive problem solving skills. Cadets participate in Color Guards for organizations, march in parades, have bivouacs, and provide community service to the local towns.

<u>Educational Therapy:</u> The Staff Social Worker may provide therapy or in a group setting as deemed appropriate for the population. This component also includes the Vocational Education and horticulture components of the school. Residents design and implement projects.

<u>Community Service</u>: Courage to Change provides residents several ways to achieve community services hours. The <u>Graffiti Removal Program provides graffiti removal for the surrounding communities on a regularly scheduled basis.</u>

Alley clean up is provided to the same communities. Residents also volunteer to help churches set up and take down for events.

<u>The Vocational Horticulture Education Program:</u> The Horticulture part of the Vocational Educational Curriculum is also part of the Science department. Students get Science credits by working in the garden. They get "Home Economic" credits when they prepare and cook the food.

<u>Independent Living Program for younger children:</u> Designed for all residents to maximize their exposure to ILP skills while in placement. This might include a specialized group but is predominantly part of the independent study curriculum and also available, for those 'age eligible' residents, through the county ILP programs.

<u>Vocational Education/Training Program</u> The Courage to Change Vocational Education Program's primary focus is to demonstrate and instruct hands on mechanical and life skills used in every day areas where a student has the potential opportunity to become employed. The Vocational Education Program is divided into two main areas.



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#### **MEDICATION MANAGEMENT & SUPPORT:**

A Licensed Therapist or Psychologist will evaluate any resident for the necessity and/or appropriateness of any psychotropic medication. A referral will be made to a Psychiatrist, who will be the only medical person to prescribe such medications. The prescription of psychotropic medication is judicious, its possible noxious and teratogenic side effects shall be carefully monitored, and the effects of the medication on symptomatology will be assessed to assure treatment effectiveness. All residents receiving Psychotropic medication will meet all requirements as prescribed by the State of California. All psychotropic medication will be administered upon receipt of a prescription and with the written authorization of the juvenile court judge or signed parental permission. The Medical Case Manager will document all symptoms or lack thereof. Courage to Change follows the directions provided by psychiatric evaluations, psychotropic prescriptions, and medication monitoring for our residents.

#### **CONSULTANTS/COLLATERALS:**

The Courage to Change utilizes consultants when there is no employee who has the expertise in a certain field. For example, the Courage to Change maintains a contract with a Licensed Mental Health Provider to assist in Treatment Team decisions that might benefit from their input. The Courage to Change informally engages and coordinates with community resources, including, but not limited to, tribes, county placing agencies, and mental health providers. The name of the provider and service provided will be listed in the youth or nonminor dependent's case file. Courage to Change will consult with each provider to ensure that they are providing adequate services that are culturally relevant and trauma informed. Involvement may be in any of the core services areas Behavioral, Mental Health, Extracurricular Supports; Transition to Adulthood Services (ILP) Permanency Support Services and Indian Child Services. Some cooperative agencies include, but are not limited to:

- County Placing Agencies
- County Behavioral Health
- Court Appointed Special Advocate (CASA)
- Various Tribal Partners
- Local LGBT Community
- Local LGBTQ Youth Alliance
- Tulare County Children's Mental Health Services
- Tulare County Department of Education
- County Mental Health and Substance Abuse Services
- Tulare County Occupational Vocational Services
- Youth Employment Services
- Tulare County Department of Social Services Independent Living Program
- College of the Sequoias Independent Living Program
- Tulare County Health Department
- Tulare County 12 Step Program
- Tulare County Public Library
- Tulare County Museum
- Tulare County Observatory
- McDermont Field House

<u>CONTINUOUS QUALITY IMPROVEMENT:</u> The Courage to Change uses a variety of tools to establish, evaluate, and improve the services of the Program.

<u>Courage to Change (CQI)</u>: Continuous Quality Improvement /Quality Assurance Plan is an ongoing plan that identifies the purpose of the tool: "to improve the quality of services provided by this agency to its internal and external customers and community consumers." It serves as an outline to guide the company towards improvement.



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<u>Courage to Change Accessibility Plan</u> was prepared in response to the Americans with Disabilities Act and rehabilitation Act 1973, Courage to Change policy and CARF International Accreditation. Courage to Change promotes accessibility and the removal of barriers for the persons served, personnel, the community at large and other stakeholders.

Courage to Change Cultural Diversity and Sensitivity Plan was developed in an effort to identify the needs of all people and respond in a sensitive way. The Plan is designed to create a culture where a feeling that diversity is welcomed and supported among our residents, resident families, staff administrators, board members and other stakeholders.

<u>Courage to Change Performance Analysis Report:</u> The Courage to Change is dedicated to a process of continuous improvement of our organization, programs, services and treatment. This improvement is predicated on the collection of information and data that are reliable, valid, specific, accurate and inextricably linked to the indicators contained in the Performance Analysis Report.



### Courage to Change

1230 N. Anderson Road Exeter, California 93221 (559) 594-4855

# Exhibit B COURAGE TO CHANGE CONTRACT RATES FISCAL YEAR 2018-2019

Therapeutic Services	Unit Rate	
Crisis Intervention	\$3.73 per minute	
Case Management	\$2.08 per minute	
Medication Support	\$4.80 per minute	
Therapeutic 1:1	\$2.83 per minute	
Individual/Family Therapy	\$2.83 Per minute	
Mental Health Services	Unit Rate	
Rehabilitation Individual/ Group	\$2.83 per minute	
Collateral / Assessment	\$2.83 per minute	
Case Plan Development	\$2.83 per minute	

October 10, 2018

#### 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

- 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.
- 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 CONTRACTPR 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. <u>Deductibles and Self-Insured Retentions</u>

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. <u>Verification of Coverage</u>

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.