

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 **EXMED, 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 retain the services of the CONTRACTOR to provide child, adolescent, and adult psychiatric services in specific Tulare County Mental Health Clinics or other designated sites; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to COUNTY'S Mental Health Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. **TERM:** This Agreement becomes effective on July 1, 2019 and expires at 11:59 PM on June 30, 2020 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 Exhibit 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"/>	<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

**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 pre-paid and addressed as follows:

**COUNTY:**

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY  
5957 S. 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:**

EXMED, INC.  
3500 W. Olive Ave, Suite 300  
Burbank, CA 91505  
Phone No: 1800-822-9434

(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.

**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.



COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

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

EXMED, INC.

Date: 8/30/19

By [Signature]

Print Name Adam Exum

Title Chief Operating Officer / General Manager

Date: 8/30/19

By [Signature] MD

Print Name William Kulka MD

Title Owner / Chief Medical 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: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

By Eric Scott 9/09/19

Deputy

Matter # 2019565

**ExMed Inc.**  
**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FISCAL YEAR 2019/2020**

**Scope of Services**

**Term of this agreement is:** July 1, 2019 through June 30, 2020

**The Maximum amount of this agreement is:** \$1,500,000

**Overview:**

ExMed Inc., (CONTRACTOR) is a physician recruiting agency who provides psychiatrists for placement at commercial and government facilities on a short-term basis. The psychiatrists provided through this agreement are not employees ExMed Inc., but are independent contractors provided by CONTRACTOR to perform the duties specified within this agreement.

**Service Overview:**

This contract will provide services as needed for culturally and linguistically competent, full spectrum, child, adolescent, and adult psychiatric services in person or through video based telepsychiatry.

**Responsibilities:**

During the term of this agreement the, Contractor Shall:

- a) Provide direct professional behavioral health services to County clients either in person, or through video-conferencing.
- b) For TelePsych services the Contractor shall be responsible for acquiring and maintaining reliable equipment with internet, video, audio and speaker capabilities. Upon purchase of new hardware, Contractor shall forward un-opened hardware to COUNTY to implement COUNTY safety protocols and confidentiality and safety requirements. For purposes of implementation, COUNTY shall take "control" not ownership of hardware. Equipment shall meet the requirements referenced in Exhibit D. For On-Site services the COUNTY will be responsible for acquiring and maintaining reliable equipment for services.
- c) Utilize County video conference software for the purposes of video-based telepsychiatry. Training for the COUNTY video conference software shall be provided by the COUNTY.

- d) Maintain full HIPAA compliance while providing in person face-to-face and/or video-based telepsychiatry services. A private HIPAA compliant setting shall be provided to ensure confidentiality requirements referenced in Exhibit F.
- e) Ensure psychiatrists possess a valid unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.
- f) Copies of professional license renewals must be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.
- g) Provide psychiatrists who are licensed and insured for Tulare County Mental Health Clinics, or other designated sites as specified by the Tulare County Mental Health Director and the Tulare County Mental Health Medical Director.
- h) Ensure psychiatrists have not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to Medi-Cal, Medicare, Medicaid, etc.
- i) Ensure psychiatrists utilize Tulare County Electronic Health Records System (AVATAR) to complete clinical documentation within three (3) business days from the date of service. Training for the COUNTY Electronic Health Records System (AVATAR) shall be provided by the COUNTY.
- j) Ensure all time captured within the AVATAR system is true and accurate and time sheets will reflect/match 100% to process payments every month.
- k) Ensure psychiatrists retain all client medical records in the client's chart and be stored at the Tulare County Mental Health Clinic site.
- l) Training and documentation standards must be followed according to the Tulare County Mental Health Plan. The COUNTY shall provide training and documentation standards for the psychiatrist to be aware of the requirements.

**Services and Requirements:**

During the term of this agreement the, Contractor Shall:

- a) Provide Full Scope Medi-Cal or Specialty Mental Health Services from psychiatrists as authorized according to the process and procedures as specified by the County.



- b) Ensure such psychiatric services as are within the scope of Contractor's licensure by the State of California.
- c) Ensure psychiatrists provide service without discrimination to Beneficiaries and at the same level of services provided to other persons served by the Contractor.
- d) Ensure psychiatrists agree to comply with all requirements contained in the Medi-Cal Provider Manual.
- e) Agrees that the County is responsible for monitoring the performance of the Contractor, and Contractor agrees to provide a corrective action plan if deficiencies are identified.
- f) Make available, for purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its consumers.
- g) Agree the right to audit will exist ten (10) years from the final date of the contract period.
- h) Ensure psychiatrists will utilize Tulare County e-prescription system (OrderConnect) when prescribing medication to any client. Training for the COUNTY e-prescription system shall be provided by the COUNTY.

**Termination:**

If contractor fails to perform his/her duties to the satisfaction of the County, or if the Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if the Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

ATTACHMENT A-1  
TULARE COUNTY MENTAL HEALTH PLAN,  
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), a re-assessment of key indicators of the client's condition will be performed and documented within the chart. Particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
  1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
    - a) Presenting Problem
    - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
    - c) Mental Health History
    - d) Medical History
    - e) Medications
    - f) Substance Exposure/Substance Use
    - g) Client Strengths
    - h) Risks, including trauma



- i) Mental Status Exam
      - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
    - 2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
- 2. Plan of Care
  - A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission.
  - B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
  - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
    - 1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
      - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
    - 2. Specific, observable or quantifiable goals and objectives.
    - 3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
    - 4. Proposed duration and frequency of intervention(s).
    - 5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan in progress notes.
  - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer and/or consumer's legal representative.
  - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
  - A. All service entries will include the date and time the services were provided.
  - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure.
  - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.



- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
- E. The record must be legible.
- F. The consumer record will document referrals to community resources and other agencies, when appropriate.
- G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
- H. Timeliness/Frequency of Progress Notes
  - 1. Shall be prepared for every service contact including:
    - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
    - b) Medication Support Services;
    - c) Crisis Intervention;
    - d) Case Management/Targeted Case Management (billable or non-billable).
  - 2. Shall be daily for:
    - a) Crisis Residential;
    - b) Crisis Stabilization (1x/23hr);
    - c) Day Treatment Intensive.
  - 3. Shall be weekly for:
    - a) Day Treatment Intensive for Clinical Summary;
    - b) Day Rehabilitation;
    - c) Adult Residential.
  - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
  - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.
  - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services and the Beneficiary Problem Resolution policy and procedure.
    - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 48 hours of request or determination of necessity) and “emergency” services (same day);
  - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard);
  - 3. Access to routine psychiatric (first appointment within 15 business days of initial request).
  - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
  - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
  - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.



**Exhibit B**  
**Compensation**  
**Fiscal Year 2019/2020**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums.
- b. The maximum contract amount shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000), for Fiscal Year 2019-2020. Payment 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.
- c. COUNTY agrees to pay CONTRACTOR for the services identified in **Exhibit A** as follows: \$232.50 an hour for evaluation and medication services provided by Adult Psychiatrists and \$244.50 an hour for services provided by Board Certified Child Psychiatrists, not to exceed the maximum contract amount stated above.
- d. 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, 2020.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- f. CONTRACTOR understands that COUNTY will not make payments for services rendered by providers who are not Medi-Cal and Medicare Certified at the time of service.
- g. 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.
- h. 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. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at TulareMHP@tularehhsa.org, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. 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.
- c. Copies of Professional License renewals shall be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.



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

B. Specific Provisions of the Certificate

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

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by 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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that EXmed Inc. does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name ADAM EXUM Date: 08/30/19

Contractor Name EXmed INC.

Signature 