SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 24288 is amended on _______, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and FAMILY SERVICES OF TULARE COUNTY, hereinafter referred to as 'CONTRACTOR" with reference to the following:

- A. The COUNTY and CONTRACTOR entered Agreement No. 24288 on November 3, 2009 for the purpose of providing Mental Health services for patients of the COUNTY'S Mental Health Program under the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program.
- B. The COUNTY and CONTRACTOR amended Agreement No. 24288 on June 29, 2010 to update Exhibits "B" and "B-3."
- C. The COUNTY and CONTRACTOR agree to amend Agreement No. 24288 to extend the date of termination to June 30, 2012 and update Exhibits "A," "B," "B-2," "B-3," and "B-4."
 - D. This amendment shall become effective July 1, 2011.

ACCORDINGLY, IT IS AGREED:

- I. Effective July 1, 2011 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2012.
- II. Effective July 1, 2011 Exhibit "A" entitled Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.
- III. Effective July 1, 2011 Exhibit "B" entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.
- IV. Effective July 1, 2011 Exhibit "B-2" entitled Cost Report, Reconciliation, and Settlement is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.
- V. Effective July 1, 2011 Exhibit "B-3" entitled FY 2011/2012 Budget is hereby substituted in its entirety with the attached Exhibit "B-3," which Exhibit is made a part of this Agreement by reference.
- VI. Effective July 1, 2011 Exhibit "B-4" entitled FY 2011/2012 Invoice Template is hereby substituted in its entirety with the attached Exhibit "B-4," which Exhibit is made a part of this Agreement by reference.
- VII. Except as provided above, all other terms and conditions of Agreement No. 24288 shall remain in full force and effect.



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

COUNTY OF TULARE

By_{-}	
·	Chairman, Board of Supervisors
ATTEST: JEAN M. ROUSSEAU County Administrative Officer/Clerk of t Of Supervisors of the County Of Tulare	he Board
By	
Deputy Clerk	_
	FAMILY SERVICES OF TULARE COUNTY
Date:	By Title Fiscal Officer
Date:	By Couran Rubardo Title President, Board of Directors
Corporations Code section 313 requires that contracts with a c president and (2) the secretary, any assistant, the chief financial copy of the Board of Directors resolution authorizing the execu	orporation shall be signed by the (1) chairman of the Board, the president or any vice- officer, or any assistant treasurer; unless the contract is also accompanied by a certified ation of the contract.
Approved as to Form	
County Counsel	
By Mem (2011)	DatedØ5/2Ø/i\

H:\2011CONTRACTS\Family Services of TC\2nd Amendment.doc



EXHIBIT "A" Services Fiscal Year 2011/2012

Contractor: Family Services of Tulare County

Program: Children and Youth in Stressed Families - Family Services Integration Program

I. <u>INTENT AND GOALS:</u>

A. Systemwide Program Intent and Goals
The goals of the Family Services Integration Program (FSIP) are to:

- 1. Increase access to early intervention and prevention services for children and their families who show signs of being at risk of child abuse or neglect.
- 2. Provide low-intensity support services and community linkages that help increase resiliency and coping skills to stabilize and strengthen the family unit.
- 3. Provide services to unserved and underserved populations in a manner that is easily accessible, thorough, and culturally and linguistically competent.
- 4. Provide Tulare County residents with necessary prevention and early intervention mental health services that promote a unified vision of wellness and recovery.
- 5. Improve later-life outcomes of children in families impacted by mental illness.
- 6. Utilize funds to provide new services or enhance existing services. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work:

CONTRACTOR shall:

- 1. Act as a lead agency in delivering direct prevention and early intervention mental health services to children and their families that are referred by Child Welfare Services through Differential Response, the child's school, and other referral sources.
- 2. Administer funding associated with the development and implementation of the Parenting Wisely evidence-based program within the Family Resource Centers (FRC) outlined in B.1. below, and Family Services of Tulare County providing a clinician to deliver the Trauma-Focused Cognitive Behavioral Therapy evidence-based program.
- 3. Provide services to the at-risk population in natural community settings that are easily accessible, such as local Family Resource Centers (FRC), community health centers, or the client's home.

- 4. Utilize "any means necessary" methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
- 5. Utilize existing collaborations and community resources to leverage the resources of the Family Services Integration Program.
- 6. Ensure that input from mental health consumers and consumer family members are integral to the development, implementation, and ongoing activities of the Family Services Integration Program.
- 7. Liaison with the Tulare County Department of Child Welfare Services to implement the approved evidence-based practice(s) and to coordinate the efforts of the FSIP.
- 8. Provide administration, contract compliance oversight, and reporting, and shall liaison with the County Mental Health Department-MHSA Division.
- 9. Services shall be made available in at least English and Spanish languages and shall be culturally appropriate and linguistically competent to reach the target populations.

B. Description of Services

1. Location and Hours of Service

CONTRACTOR shall ensure that services outlined in #3 below are provided at six Family Resource Centers: Cutler-Orosi Education Center; Lindsay Healthy Start; Goshen Family Center; Earlimart Family Resource Center; Woodlake Family Resource Center; and Visalia Family Resource Center.

2. Minimum Staffing Requirements

CONTRACTOR agrees to provide the level of staffing needed for the Family Services Integration Program to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3," Budget Narrative.

3. Evidence-Based Practice (EBP) Model

CONTRACTOR shall utilize the following related evidenced-based programs in delivering FSIP services:

- a. Parenting Wisely
 - i. CONTRACTOR will develop and implement the Parenting Wisely evidence-based program within the identified FRCs, wherein FRC staff will then deliver the Parenting Wisely program to FSIP consumers. CONTRACTOR will develop, train, and provide oversight of the Parenting Wisely program.
- b. Trauma-Focused Cognitive Behavioral Therapy

 CONTRACTOR will expand existing Trauma-Focused Cognitive Behavioral Therapy services to FSIP clients identified through the FRCs that meet therapeutic intervention criteria as developed during program development and implementation.

4. Access

CONTRACTOR shall provide FSIP services in natural community settings that are easily accessible and in close proximity to individuals identified for services, such as Family Resource Centers, community health centers, or in the individual's home.

5. Marketing

- a. CONTRACTOR shall provide outreach to community partners to build awareness of the Family Services Integration Program.
- b. CONTRACTOR shall collaborate with the Prevention and Early Intervention 2-1-1 Program to promote awareness of the Family Services Integration Program.

6. Training

- a. CONTRACTOR shall provide training and consultation to each of the participating partner/support agencies, including dissemination of best practices and other emerging research information, and shall hold partnership meetings every six (6) months, to include program improvement planning.
- b. CONTRACTOR SHALL ensure that personnel funded under this program have resources and access to professional training. Training shall include direct workshops or consultations, connection to state and national Web-based training, and payment of registration fees for relevant local and regional professional training.
- c. CONTRACTOR shall provide presenters for community workshops organized by participating partner/support agencies and bring additional leveraged resources, such as services to victims of domestic violence and sexual assault, to the training component.

7. Information Referral Process

CONTRACTOR shall work with community partners and the Child Welfare Services Division to create and maintain effective strategies for referrals and information sharing.

8. Recordkeeping

CONTRACTOR shall provide reports to the County Mental Health Department, as required for monitoring and for State reporting requirements.

9. IT System

All tasks requiring IT linkage and interface shall be run through CONTRACTOR'S HIPAA-compliant, firewall-protected network.

10. Service Area

CONTRACTOR shall serve the entire Tulare County, with special efforts to reach rural and underserved or unserved areas and populations of the county.

III. OUTCOME AND EVALUATION

A. Number of Individuals/Families to be Served CONTRACTOR will serve a minimum of 240 families per year over the period covered by this contract.

B. Program Evaluation

- 1. FSIP outcomes to be addressed include:
 - a. Individual-Level Outcomes
 - Improved positive parenting strategies.
 - Increase in behaviors related to protective factors, and reduction in behaviors related to risk factors.
 - Decreased family stressors that negatively impact the child's mental health.
 - b. System-Level Outcomes
 - Improved access to mental health services.
 - Increased cooperation between agencies, systems, and programs.
 - Decrease costs associated with higher levels of care
 - c. Community-Level Outcomes
 - Increased utilization of early intervention services in rural and isolated communities.
 - Reduce stigma associated with accessing mental health services
- 2. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA.

3. Annual Report

a. CONTRACTOR will work with PEI Coordinator to develop an evaluation plan listing all evidence-based measures, surveys and any other outcome measurements that will be completed by populations served (e.g., consumers, family members, staff, community service providers) within 60 days of contract start.

- b. CONTRACTOR will analyze outcome data in accordance with methods outlined in the established evaluation plan and generate a summary report of findings including system outcomes to demonstrate system change over time.
- c. CONTRACTOR will provide the Tulare County Department of Mental Health with a copy of the summary report within 60 days of the close of the contract year per MHSA PEI requirements.
- 4. MHSA manager and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.
- 5. CONTRACTOR shall develop a system for using data across the continuum of family services integration programs to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

IV. ADDITIONAL EXPECTATIONS

- 1. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with the Tulare County Department of Mental Health and all agencies identified by the Mental Health Department. No work developed under the contract may be considered proprietary or may be sold for additional profit.
- 2. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.
- 3. Additional monitoring and reporting may be required to address any emergent issues.

Exhibit "B"

Compensation Fiscal Year 2011/2012 r: Family Services of Tulare County

Contractor: Family Services of Tulare County

Program: Children and Youth in Stressed Families - Family Services Integration Program

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed costs incurred as detailed in Exhibit "B-3," subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered by CONTRACTOR during a non-authorized period (e.g., after a Service Block has expired), or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A," no-shows, or for services provided to ineligible individuals.
- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act Family Services Integration Program.
- d. It is COUNTY's expectation that required reports will be submitted within 30 days of the end of each month. CONTRACTOR may not be paid if required reports are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of CONTRACTOR's submission of all required documentation and in accordance with COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORY

- a. Mental Health Services Act
 - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum total of \$219,836 for Fiscal Year 2011/2012. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Family Services Integration Program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than fourteen days after the end of the month in which those expenditures were incurred.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4."

Exhibit "B-2"

Cost Report, Reconciliation, and Settlement Fiscal Year 2011/2012

Contractor: Family Services of Tulare County

Program: Children and Youth in Stressed Families - Family Services Integration Program

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHSA Director of Mental Health Services, the Deputy Director of Clinical Services, or the Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms. Program cost shall be paid from MHSA funds. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until the Annual Cost Report is submitted.

Exhibit "B-3" FY 2011/2012 Budget

Contractor: Family Services of Tulare County Program: Children and Youth in Stressed Families - Family Services Integration Program

	No. of FTE's	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
			1 2 2			
PERSONNEL (staff) Administrative Staff		\$748	\$748	\$749	\$750	\$2995
Clinical staff		0	0	0	0	0
.50 Therapist .625 Parent Educator		\$5808	\$5808	\$5808	\$5808	\$23,232
Support staff10FTE DATA Entry/MIS		\$4492	\$4492	\$4493	\$4494	\$17,971
Benefits (percentage)		\$2210	\$2210	\$2210	\$2210	\$8840
Total Personnel		\$13,258	\$13,258	\$13,260	\$13,262	\$53,038
				100		
OPERATING EXPENSES				The state of the s	7, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	Section of the Company of the Compan
Staff Supports (direct services)						
Mileage (staff vehicle use)		\$145	\$145	\$146	\$146	\$582
Cars (lease/owned & gas)						0
Vehicle Maintenance						0
Car insurance		\$51	Ø 6 1	Ø <i>E</i> 1	0.5.1	0
Cell phones & plan fees		\$31	\$51	\$51	\$51	\$204
General Office Expense						
Office / Rent		\$75	\$75	\$75	\$75	\$300
Computers, software, supplies				\$1515		\$1515
Copier, fax, printer expenses		\$10	\$10	\$10	\$10	\$40
Postage		\$10	\$10	\$10	\$10	\$40
Janitorial/Housekeeping		\$15	\$15	\$15	\$15	\$60
Phone / Comm. (land lines)		\$15	\$15	\$15	\$15	\$60
Utilities / Maintenance		\$25	\$25	\$25	\$25	\$100
Office/Admin supplies		\$50	\$50	\$50	\$50	\$200
Program Supplies Liability Insurance		\$300	\$300	\$300	\$300	\$1200 0
Total Operating Expenses		\$696	\$696	\$2212	\$697	\$4301
OTHER OPERATING EXPENSES	American State of the Control of the					
Prof Services (contracted services)		^	^	0	^	•
AOD Treatment		0	0	0	0	0
Healthcare Providers						0
Interpreter						0
Psychiatry Support						0

Exhibit "B-3" FY 2011/2012 Budget

Contractor: Family Services of Tulare County Program: Children and Youth in Stressed Families - Family Services Integration Program

Telepsychiatry Hrs/Wk					0
Parent Educators	\$38,750	\$38,750	\$38,750	\$38,750	\$155,000
Training & Conferences					
Course Expense / Fees			\$500		\$500
Travel Expenses			\$527		\$527
Per Diem			\$200		\$200
Staff meetings					0
Program Oversight and Evaluation					
Audit expense				\$1020	1020
Corporate Allocation					0
Evaluation expense					0
Indirect Expense (percentage of					
Personnel)	\$1312	\$1313	\$1312	\$1313	5250
Telepsychiatry					
Equipment lease, maintenance					0
Satellite / Line fees					0
Translation service					0
Total Other Operating Expenses	\$40,062	\$40,063	\$41,289	\$41,083	\$162,497
Total Expenses	\$54,016	\$54,017	\$56,761	\$55,042	\$219,836

Budget Narrative FY 2011-2011

Classifications:

<u>Therapist</u> .50FTE The therapist will provide training, consultation, and early therapeutic interventions at Family Resource Center locations for children and parents identified by FRC staff. $$3872/mo. \times 12 mo. \times .50 = $23,232.$

<u>Data Entry/MIS</u> support .10FTE. This staff person will enter data from all project partners and complete quarterly reports. \$2496 x 12 months x 10% =\$2995

<u>In Home Parent Educator</u> .625FTE The Parent Educator will use the Parenting Wisely Curriculum and will also be certified to provide the Safe Care Curriculum. This position mirrors that positions funded through sub-contracts to Family Resource Centers. The person will continue at the Goshen Family Center which does not have governing body that can accept contracts. Therefore, the Parent Educator will work for Family Services. \$29,952 x .60 =\$17,971. Total Salaries=\$44,198

Payroll Taxes and Benefits:

Exhibit "B-3" FY 2011/2012 Budget

Contractor: Family Services of Tulare County Program: Children and Youth in Stressed Families - Family Services Integration Program

FICA @,7.65%; SUI-ETT @2.267%; Worker's Comp @.80%; Disability Insurance@ .04%; Retirement @;1.20%; Health/Dental/Vision @8.043% =20 % of total salaries=\$8840

TOTAL PERSONNEL EXPENSES=\$53,038

OPERATING EXPENSES

Staff Supports (direct service):

Local Mileage Reimbursed Approximately 100 miles per month for program related travel x 12 months x 48.5 cents per mile =\\$582 Cell Phones @ \\$17/mo. x 12 mo. x =\\$204

General Office Expense:

All Maintenance, Janitorial, Utilities, Copier, Phone, Insurance, and Internet, desk supplies and postage will be expended in accordance with our Cost Allocation Plan which calculated monthly and distributed based upon the labor allocation of the individuals using the building or charged directly if ordered by an individual. These overhead costs are nominal because primary staff working at partner locations. Estimated at approximately \$50 per month x 12 months =\$600 Program Supplies include office supplies, curriculum materials such as parent workbooks, and one replacement laptop for a total of =\$2915

TOTAL OPERATING EXPENSES=\$4301

OTHER OPERATING EXPENSES

Prof Services (contracted services): \$155,000

Subcontracts to 5 Family Resource Centers- 4 @ \$30,000 and 1 @ \$35,000. Contractors will provide selective prevention services to parents referred to program because of indicators that child or children are at risk for early mental health problems.

Training & Conferences:

Travel to out of area conference (San Diego-Chadwick Children's Conference) estimated at 550 miles x 1 trips or vehicles x 48.5 cents per mile=\$267; lodging 2 nights @ \$130/night including tax =\$260 Conference registration estimated 2 registrations @ \$250/each =\$500; Per diem @ \$40/day x 2.5 days x 2 people = \$200 TOTAL=\$1227

Program Oversight and Evaluation:

Exhibit "B-3" FY 2011/2012 Budget

Contractor: Family Services of Tulare County
Program: Children and Youth in Stressed Families - Family Services Integration Program

Audit cost of \$1020 is budgeted based on amount of this contract as a percentage of the total agency budget applied to total audit cost. $\$17,000 \times 6\%$. Indirect charges of \$5,250 (which we call our administrative cost pool) represent 9.898% of total personnel.

Telepsychiatry: 0

TOTAL OTHER OPERATING EXPENSES= \$162,497

TOTAL EXPENSES \$219,836

Exhibit "B-4"

FY 2011/2012 Invoice Template

Contractor: Family Services of Tulare County

Program: Children and Youth in Stressed Families - Family Services Integration Program

TULARE COUNTY MHSA Fiscal Year 2011/2012 Invoice

	ear 2011/2012 Invoice	and all the second and the	100 April 100 Ap	THE STREET
Invoice Date:			entractor for a chi	Comment of the Commen
Month costs incurred:				
Provider Name:				
Mailing Address:				
Contact Person:				
Phone Number:				
Program: Agreement Number:				
Provider Number:				
RU:	* · · · · · · · · · · · · · · · · · · ·			
Make Checks Payable To:				
Expanditures		Budget Remaining at	Month's	Budget Remaining
	FTE's	Beginning of Month	Expense	at End of Month
	<u> </u>			
PERSONNEL (STAFF) Administrative Staff (by job class)				
Administrative Stair (by Job class)	 			0.00
Clinical staff (by job class)				0.00
· · · · · · · · · · · · · · · · · · ·				0.00
Support staff (by job class)				
				0.00
Benefits (percentage)				0.00
TOTAL PERSONNEL (STAFF)	0.00	0.00	0.00	0.00
OPERATING EXPENSES	ACCURATION OF THE PROPERTY OF			
Staff Supports (direct services)	To be a comment of the comment of th			
Mileage (staff vehicle use)				0.00
Vehicles (lease/owned) Vehicle Gas & Maintenance	5 ₆ 35 (L. 17)			0.00
Vehicle insurance				0.00
Cell phones & plan fees				0.00
Program Supplies				
Occasio Office Francisco				
General Office Expense Office / Rent				0.00
Utilities / Maintenance	100			0.00
Computers& software support				0.00
Copier, fax, printer & printing expenses				0.00
Postage Phone / Comm. (land lines)				0.00
Office/Admin supplies	200			0.00
Property & Liability Insurance				0.00
YOTAL ODERATING EXPENSES				
TOTAL OPERATING EXPENSES		0.00	0.00	0.00
OTHER OPERATING EXPENSES	State of the state			-
Prof Services (contracted services)				
List Separately	E 27 TO 47	0.00	0.00	0.00
	2000			0.00
				0.00
				3.00
Outreach & Engagement				
Food, clothing, supplies		0.00	0.00	0.00
Training & Conferences				
Course Expense / Fees				0.00
Travel Expenses				0.00
Per Diem Staff meetings				0.00
out mounty.				0.00
Site Start-up				
List Separately	CONTRACTOR OF THE			0.00
				0.00
	5 20 40 B			0.00
Program Oversight and Evaluation	T 40 0 2 2 2 2			,
Audit expense				0.00
Corporate Allocation Evaluation expense	12012-00-7			0.00
Evaluation expense				0.00
				0.00
Indirect Expense (percent of Personnel)				
Indirect Expense (percent of Personnel) Total Other Operating Expenses		0.00	0.00	0.00

Authorized Signature:

COUNTY USE ONLY
CHARGE TO:

Program/Division

MHSA Approval:
County Approval:

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 or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

- 1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less then \$2,000,000.
- 2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
- 3. Workers' Compensation and Employer's Liability Insurance as required by law.
- 4. Professional Errors and Omissions Insurance of \$1,000,000.

B. Specific Provisions of the Certificate

- 1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
 - a. Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.
 - c. Provide that coverage shall not be suspended, voided, canceled, reduced In coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 2. The Certificate of Insurance for Workers Compensation, should include the following:
 - a. Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees 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>

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 (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Tulare County Health & Human Services Agency Contract Unit 5957 South Mooney Blvd. Visalia, CA 93277SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Martin

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.