

**COUNTY OF TULARE
SERVICES AGREEMENT
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS INC.**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS 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 has the need for services of an independent contractor to provide Residential Substance Abuse Treatment (RSAT) inmate program counseling services at Tulare County detention facilities or other locations, as provided in the agreement. RSAT is a program grant, which is funded by the California Board of State and Community Corrections.

B. CONTRACTOR has represented that it is ready, willing and able to promote such services.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 1, 2024 and expires at 11:59 PM on June 30, 2027 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: CONTRACTOR shall provide COUNTY with the services shown on the attached **Exhibit A**.

3. PAYMENT FOR SERVICES: As consideration for the services provided by CONTRACTOR hereunder, COUNTY shall pay CONTRACTOR in accordance with the 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. COMPLIANCE WITH UNDERLYING GRANT AGREEMENT: In addition to the County's General Agreement Terms and Conditions, CONTRACTOR agrees to comply with all requirements and applicable Terms and Conditions of the Residential Substance Abuse Treatment Grant Agreement Number BSCC 944-24 between the COUNTY and the California Board of State and Community Corrections, a copy of which is attached as **Exhibit D**, including but not limited to the following:

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- a. Books and Records: CONTRACTOR shall maintain adequate fiscal and project books, records, documents and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.
- b. Access to Books and Records: CONTRACTOR shall make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the California State Auditor and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. CONTRACTOR shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

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 Sheriff's Office
Assistant Sheriff and
Fiscal Manager
833 S. Akers Street
Visalia, CA 93277
Phone No.: 559-802-9435
Fax No.: 559-733-4283

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:

Champions Recovery Alternative Programs Inc.
ATTN: Frank Ruiz, Executive Director
311 N. Douty Street
Hanford, CA 93230
Phone No.: 559-583-9300
Fax No.: 559-583-9307

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(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 shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

Champions Recovery Alternative Programs Inc.

Date: 8/14/2024

By Francisco T. Ruiz
Print Name Frank Ruiz
Title Executive Director

Date: 8/14/2024

By Estefania Garcia
Print Name Estefania Garcia
Title Fiscal Manager

[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 _____
Chair, 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 Charles W. Felix
Deputy 8/20/24

Matter # 2024983

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**EXHIBIT A
SERVICES**

Champions Recovery Alternative Programs, Inc. ('Champions')

Champions Overview: Champions Recovery Alternative Programs, Inc. (Champions) is a nonprofit community-based organization specializing in substance use disorder (SUD) treatment and related services for youth and adults in Kings and Tulare Counties. Established in 2000, Champions seeks to serve individuals and families impacted by substance use disorders, mental illness, trauma, justice-involvement, homelessness, and related socioeconomic barriers. While our staff provide a variety of services, the common goal and approach of everything that Champions does is embodied by our vision statement: Renewing Hope. Restoring Lives. Champions seeks to accomplish this mission through collaboration with community partners which enable us to provide compassionate supportive services that foster hope and healing for individuals and families overcoming addiction, mental health, justice-involvement, and other social barriers.

COUNSELING SERVICES

1. COUNTY RESPONSIBILITIES:

(a) The Jail Division Commander, or such other person as the COUNTY shall designate in writing, or an assignee of the County designee, shall be the liaison between CONTRACTOR and the COUNTY with respect to all communications, billing and invoicing necessary for the execution and performance of this contract.

(b) COUNTY shall make necessary background checks on all personnel that the CONTRACTOR assigns to work in Tulare County detention facilities. Background checks must be completed on all CONTRACTOR personnel before placement into a county detention facility. The COUNTY reserves the right to refuse admittance to any CONTRACTOR personnel at his sole discretion.

(c) The COUNTY shall immediately notify the CONTRACTOR of a decision to refuse admittance to any CONTRACTOR employee assigned to the detention facilities. CONTRACTOR will immediately remove the employee from the facility.

(d) COUNTY will provide direction to CONTRACTOR employees in the event of any disturbances or security related incidents while such employees are inside the detention facilities. CONTRACTOR employees will immediately follow the directions of correctional staff in such circumstances.

(e) COUNTY designated watch commander will resolve immediate disputes involving jail staff and the CONTRACTOR in matters such as work location and security measures.

(f) The COUNTY will provide ingress/egress, subject to security requirements, for the CONTRACTOR employees at all county detention facilities within the scope of this agreement.

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2. CONTRACTOR RESPONSIBILITIES:

(a) Staffing: CONTRACTOR'S Clinical Supervisor (licensed clinician), Program Manager (certified Substance Use Disorder [SUD] Counselor), and three qualified SUD counselors (certified or registered) will deliver SUD treatment service to the inmates in the Men's Residential Substance Abuse Treatment (RSAT) program. Services will be delivered Monday through Friday from 7:30 AM to 4:00 PM, in a therapeutic community treatment model. Aftercare counseling will provide modified hours and location based off client and Sheriff's office needs. CONTRACTOR will drug test program staff whenever there is reasonable cause to believe that staff may be under the influence of controlled substances.

(b) Services to be provided:

(i) Assessment/Treatment Planning: An initial assessment will be completed to determine individual needs and identify the level of severity within the first 7 days of enrollment. Assessments, pre/post testing will be completed at intervals for the inmate's duration in the program. Counselor and treatment team will involve inmate in Treatment planning, case management and personal responsibility for rehabilitation and recovery.

(ii) Group/Individual Counseling: This component will be provided by a primary counselor who will work with the individual inmate as a guide to personalize the diverse segments of the developmental process of recovery. The treatment element brings together personal/group issues to facilitate early identification/management of the warning signs of relapse for both chemical dependency criminal personality and the unique barriers to change

(iii) Case Management: This portion of the treatment will be through a combination of skills/tasks and collaboration which will be provided by professional, certified or registered substance abuse counselors. Counselors will be supervised by an experienced, certified SUD counselor. These services will be based on the use of cognitive, effective, behavioral and social interventions specific to treating the chemically dependent, criminally dependent criminal offender. The process will involve direct and indirect services ranging from documentation, referrals, collaborating with community agencies for substance abuse, sober living and recovery issues. Random drug testing and documentation of a patient's substance use may occur at any time during the case management process.

(iv) Aftercare Planning: Counselors will address any barriers or issues after clients are released from custody. All counselors will work directly with their caseload on an individual basis as well as in a group setting starting one month prior to release for aftercare planning. A counselor will follow up with the inmate after release for a period of one year to track their progress. Documentation of the referrals and status will be kept current and progress notes document in file. Aftercare services will be provided at a satellite office operated by the CONTRACTOR in Tulare County as well as at clients' residences as needed.

(v) Data recording: The counselors will record weekly progress notes and urinalysis testing in the inmates file. All files will be audited and kept up to date and accurate

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SOBER LIVING ENVIRONMENT/RECOVERY RESIDENCE SERVICES

Program Overview:

Champions will provide a Sober Living Environment (SLE) that promotes individual recovery through positive peer group interactions among house members and staff. Champions sober living home will maintain an alcohol and drug free environment that residents will continue to develop their individual recovery plans and to become self-supportive. Champions provide oversight and quality assurance through monthly Qualtrics reporting, weekly site visits and maintaining a Standard of Operation.

Target Population:

Champions will provide six to eight (6-8) beds in a Sober Living Environment for participants that successfully graduate the Men's Residential Substance Abuse Treatment (RSAT) in-custody component overseen by the Tulare County Sheriffs Inmate Programs department. The target population is 18 through 65 years of age.

Goals:

1. Provide a safe, supportive, and stable environment that encourages continued sobriety out of custody.
2. Provide support with employment needs, financial services, housing, and recovery resources within the community.
3. Provide on-site case management that offers positive community integration through responsibility, daily routine and purpose.

Standards of Operation:

Champions SLE shall provide 24-hour safe housing, free from alcohol and other drugs which, at a minimum, shall include the following components:

1. Residents shall be required to attend a mandatory weekly house meeting with Champions' Aftercare Counselor and resident house manager. House rules will include abstinence policy, mandatory drug testing, alcohol and drug-free environment, visitors, curfew, smoking areas, chores, personal hygiene, cleanliness, payment of rent, attendance at house meetings and self-help meetings, weekly meetings with Aftercare Counselor.
2. Residents will be required to provide the routine housekeeping required to keep the SLE safe and healthy, including cooking, cleaning, yard work, laundry, etc.;
3. Champions SLE shall have a "common area" for social and/or other group activities;
4. Champions SLE shall ensure each resident has adequate personal space in assigned rooms to be provided dignity, respect and appropriate privacy at all times. The SLE will comply with at least 25 square feet per resident and at least one toilet, sink, shower, washer, and dryer for every eight residents. Attention should be given to the health and safety of all residents; therefore, the home must have an annual fire inspection to ensure that it meets minimum fire and health standards. Champions will also have monthly pest control service.
5. Champions shall take appropriate measures to ensure that the personal property of each resident is secure;
6. All residents shall have access to the: kitchen, refrigerator, stove, dining room, laundry facilities, restrooms, and showers to ensure basic needs are met;

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7. Residents are responsible for providing their own meals
8. The following minimum health safety requirements shall be followed:
 - a. There shall be adequate space for food storage;
 - b. All food shall be stored in covered containers or properly wrapped and labeled with the date opened/cooked;
 - c. Perishable items shall be refrigerated and adequate refrigeration in good repair shall be available;
 - d. All dishes and cooking implements shall be washed upon use;
 - e. There shall be adequate hot water for dish washing;
 - f. Bathrooms shall be kept clean on a daily basis;
 - g. Bathrooms shall provide personal privacy;
9. Champions shall post a written description of the procedural processes regarding chores, assignment of roommates, and primary house rules in a space that is accessible to all residents;
10. Champions shall be a non-smoking residence. If the operator's policy is to allow smoking on the property, a smoking area must be designated clearly in an outdoor space where smoke will not affect neighbors and follows any and all local smoking rules/ordinances. (A Good Neighbor Policy is established between the Champions and surrounding neighbors) Any and all litter generated in a designated smoking area must be cleaned up daily;
11. Champions residents MUST be engaged in employment, treatment, education, volunteer work, active job search (for a defined period), recovery support services or other approved daily activities conducive to the recovery process;
12. The following minimum fire safety requirements shall be followed:
 - a. There shall be no smoking in residences (including porches, patios, and balconies);
 - b. Smoking is allowed outside only (20 feet from any door or operable window) and smoking materials shall be disposed of safely;
 - c. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas;
 - d. Stoves and cooking areas shall be kept clean of grease accumulation;
 - e. If applicable, furniture and drapes are treated with fire retardant materials;
 - f. Smoke detectors fire extinguishers, and CO2 detectors shall be installed (according to Tulare County Fire Code); Exit doors shall be clearly marked and readily available;
 - g. Fire drills from sleeping areas should be conducted quarterly; and
 - h. Buildings with 2nd floor shall have emergency fire ladders clearly marked.

House Rules: Champions rules will be clearly defined. Any additional rules Champions chooses to implement will be for the needs of the residents, shall not be overly burdensome, and must be consistent across multiple residents. The following will be considered minimum mandatory standards for Champions SLE:

1. There shall be no consuming alcohol and/or other drugs by anyone, there will be mandatory drug testing (minimum of twice per month);

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2. Alcohol and items containing alcohol shall not be brought onto the property for any reason;
3. Alcohol and other drug use will be grounds for dismissal from the home; Upon being notified of possible alcohol and/or other drug use by a resident, the Program Manager shall first refer the resident for detoxification services for up to three days prior to exiting the resident.
Note: Champions assumes NO fiscal responsibility for payment for detoxification for a resident of the SLE;
4. Regular attendance of house meetings shall be mandatory for all residents and it shall be the responsibility of Champions management to ensure proper participation;
5. Champions staff will have access to residence daily and may make unannounced visits. The resident house manager shall be clearly and easily identified and will remain available at all times;
6. Champions shall have a resident handbook with a policy addressing visitation including hours, terms of contact, areas for visitation, visitor access, child visitation and monitoring, etc. The Resident Handbook shall also contain standards of operation and rules, regulations, expectations and governance procedures of the House.
7. Champions will furnish the home which includes but not limited to twin beds, stove/oven, microwave, refrigerator, washer, dryer, vacuum, security cameras, cooking ware, plates, cups, and utensils.
8. Champions will make the final determination if a resident is discharged from the SLE.
9. Residents will be approved for 90 days of residence at SLE and must show significant progress toward self-sufficiency in order to receive a 90-day extension. After 180 days, residents may be considered for a 30-day extension on a case-by-case basis.
10. Residents are required to check-in weekly with Aftercare Counselor.
11. Champions reserves the right to make any adjustments in the instance of a public health emergency.

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**EXHIBIT B
PAYMENT FOR SERVICES**

1. COST OF SERVICES: The parties anticipate that the cost of the services from Champion Recovery Alternative Programs, Inc. for the three-year funding cycle will be \$843,609. Of the \$843,609, 75% (\$632,707) will be paid from the Board of State and Community Corrections RSAT grant and the 25% (\$210,902) required match would be paid from the Sheriff's Office Inmate Welfare Trust Fund. This is a Fee-for-Service contract and only worked hours listed on the timecards will be paid at the below rates:

**Champions Recovery Alternative Programs, Inc.
Counseling Services Budget**

MRSAT Budget			FY24-25		FY25-26		FY26-27		FY24-27
Hours	FTE	Hours	Rate	Subtotal	Rate	Subtotal	Rate	Subtotal	TOTAL
Clinical Supervisor	0.01	12	\$ 125.00	\$ 1,500	\$ 131.25	\$ 1,575	\$ 137.81	\$ 1,654	\$ 4,729
Regional Programs Director	0.50	700	\$ 78.00	\$ 54,600	\$ 81.90	\$ 57,330	\$ 86.00	\$ 60,197	\$ 172,127
SUD Counselor II-Lead	1.00	1,500	\$ 50.00	\$ 75,000	\$ 52.50	\$ 78,750	\$ 55.13	\$ 82,688	\$ 236,438
SUD Counselor I	1.00	1,500	\$ 44.00	\$ 66,000	\$ 46.20	\$ 69,300	\$ 48.51	\$ 72,765	\$ 208,065
SUD Counselor II (Aftercare)	1.00	1,500	\$ 47.00	\$ 70,500	\$ 49.35	\$ 74,025	\$ 51.82	\$ 77,726	\$ 222,251
TOTAL				\$267,600		\$280,980		\$295,029	\$ 843,609

**Champions Recovery Alternative Programs, Inc.
Sober Living Environment/ Recovery Residence Budget**

Champions Recovery Alternative Programs, Inc. (Champions) will provide services outlined in Exhibit A – Scope of Work at the following monthly rates, which are inclusive of direct and overhead costs of the program.

Subtotal Operating Costs	Amount	Term	Total
Monthly Flat Rate	\$7,500	36 months	\$270,000

Rates reflect FY2024-FY2027 fiscal years (i.e. July 1st).

2. METHOD OF PAYMENT: Contractor shall bill the Tulare County Sheriff's Business Office on a monthly basis for the expenses incurred by the CONTRACTOR for the services outlined in the budget. Contractor is to submit all supporting documentation listed in their billing including but not limited to timecards for each employee. Billing needs to be received by the 15th of the following month for services incurred in July 2024 through May 2027 and by the 7th of July for services incurred in the month of June 2027.

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**EXHIBIT C
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claim 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:

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- 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 by either party, except after written notice has been provided to the County.*

- 3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and 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.

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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.