

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

THIS AGREEMENT ("Agreement") is entered into as of July 9, 2024 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **FONEMED, LLC** ("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 services of CONTRACTOR** to provide nurse triage services for patients seeking clinical services after business hours;
- B. CONTRACTOR** has the experience and qualifications to provide the services COUNTY requires pertaining to the Public Health Branch; and
- C. CONTRACTOR** is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2022 and expires at 11:59 PM on June 30, 2025 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 A**.
- 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 (Form revision approved as of 01/01/2021)" 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/>

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

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HHSA, CONTRACTS UNIT
5957 SOUTH MOONEY
VISALIA, CA 93277
Phone No. 559-624-8000
FaX No: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Fonemed, LLC
3 Lincoln Dr. Suite A
Ventura, CA 93001
Phone No. 805-667-8205

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE
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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]

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

Date: June 7 2024

Fonemed, LLC

By *Charlene Brophy*

Print Name Charlene Brophy

Title President and CEO

Date: June 4, 2024

By *Isabel Attigliato*

Print Name Isabel Attigliato

Title Contracts Specialist

[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: 7/9/2024

By *[Signature]*

Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By *[Signature]*

Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By *Allison K. Pierce*

Deputy

Date: 06/21/2024

Matter # 2022837

Exhibit A

Date: July 1, 2022

Client Name: County of Tulare Health and Human Services Agency

Primary Contact: Denise Gonzalez

Email: dogonzal@tularecounty.ca.gov

- 1. Schedules, Attachments, Scopes of Work.** The provisions of all Schedules, Attachments, Scopes of Work, and Addendums are incorporated by reference into the terms and conditions of this Agreement, whether created now or subsequent to execution of this Agreement. Such documents, to the extent they are applicable, shall include, but are not limited to:
 - Schedule I, General Provisions
 - Schedule II, Service Statements of Work
 - Schedule III, Client Specific Provisions
- 2. Services.** Fonemed will provide such services to Client in accordance with the respective Statement(s) of Work defined in Schedule II. Any additional services or changes to existing services are documented in Schedule III as special provisions. Client remains responsible for the care provided to patients/members. To the extent any Services provided by Fonemed represent billable services to third party payors, Client is solely and exclusively responsible for the preparation and submission of claims for reimbursement to such third-party payors, collection of any patient financial responsibility, and medical coding.
- 3. Go-Live Date- Continuation of services**
- 4. Contract Administration.** Each Party assigns the following individual(s) as contacts for administration of this Agreement.

Fonemed

Name: Isabel Attigliato

Title: Contracts Administrator

Email: Isabel.Attigliato@fonemed.com

Phone: 800-366-3633 Ext. 2266

Client

Name: Ericka Nunez

Title: Administrative Specialist

Email: eanunez@tularecounty.ca.gov

Phone: 559-624-8407



5. **Account Administration.** Each Party assigns the following individual(s) as contacts for account management matters (i.e. billing, services).

Fonemed

Name: Todd Foote
Title: Director of Sales & Marketing
Email: Todd.foote@fonemed.com
Phone: 800-366-3633 Ext. 3794

Client

Name: Ericka Nunez
Title: Administrative Specialist
Email: eanunez@tularecounty.ca.gov
Phone: 559-624-8407

Schedule I General Provisions

- 1. Professional Licensure.** Throughout the term of this Agreement, Fonemed represents and warrants that it and, as applicable, its individual healthcare practitioners furnishing these Services to Client's patients are and will remain: 1) duly licensed, certified and/or otherwise qualified to provide services hereunder, with appropriate training, education and experience in their particular field and 2) appropriately licensed in the applicable state(s). All Registered Nurses Fonemed uses to provide Services under this Agreement shall be licensed in the State where the patient is located or otherwise meet licensure requirements and shall possess all skills and qualifications necessary to provide the Services hereunder.
- 2. Confidential Information, Ownership of Data.** "Intellectual Property" means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, internet domain name, industrial design, registrations or pending applications thereof, any know-how, trade secret, trade right, formula report, membership list, contract, marketing data, computer program, software, database, application, and license or other contract relating to any of the Services. Fonemed shall own all right, title, and interest, including all related Intellectual Property rights, in and to the Fonemed technology, applications, software, Services, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its officers, employees, contractors, or agents. Client retains ownership of all information it provides to Fonemed; Fonemed shall have a nonexclusive right to use such information to evaluate the Services provided and to affect improvements and/or modifications to the Services.
- 3. Privacy of Health Information.** In the course of providing Services, Fonemed may have access to Protected Health Information (PHI). Both Parties agree to comply with all applicable federal, state and local laws, rules and regulations including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and modified by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009, the Omnibus Rule of 2013 and the Family Educational Rights and Privacy Act (FERPA) if applicable in the performance of their obligations hereunder, per Exhibit D. If Client receives a request for access from its patients/members to have access to their PHI, Fonemed will provide PHI back to Client in accordance with HIPAA's right to access provisions at 45 CFR 164.524 as amended from time to time. For FERPA University Education Records ("Education Records"), as those terms have been defined under FERPA and its implementing regulations, Fonemed agrees to abide by the limitations and requirements imposed on school officials. Fonemed will use the Education Records only for the purpose of fulfilling its duties under the Agreement for the Client and its end users' benefit and will not share such data with or disclose it to any third party except as provided for in the Agreement, required by law, or authorized in writing by Client. See, Exhibit D Health Insurance Portability and Accountability Act, (HIPAA)

4. Compensation and Payment.

a. Compensation for Services. Client will pay all Fees specified in each subscribed Statement of Work. Additionally, Client will reimburse Fonemed for expenses incurred at the written request of Fonemed. After June 30, 2025, Fees are subject to a price increase with at least 30 days prior notice in advance of their taking effect.

b. Invoices. All invoices are due within 30 days of receipt unless otherwise specified in this Agreement. If payment is not received by the date the next monthly invoice is rendered, the invoice is considered past-due. All invoices will be rendered and payable in U.S. dollars

5. Acceptance of Calls. Fonemed will accept all calls to the toll-free number assigned to the Client by Fonemed in accordance with the applicable Scope of Work. The Client is responsible for control of access to the toll-free number including calls originating from the Client's answering service or directly from the Client (as applicable), and Fonemed will bill Client as set forth in this Agreement.

6. Marketing Materials. Any costs for the production and distribution of materials describing Fonemed Services shall be the responsibility of Client. Client shall secure Fonemed's written approval prior to making any use of any materials, including but not limited to, printed and electronic media, which refer to or describe Fonemed Services. Fonemed shall have not less than five (5) working days to approve, reject, or request revisions to such materials. Client shall participate and cooperate in featuring Fonemed or its affiliates or business partners on all portals, digital properties, marketing collateral, benefit card/guides, and open enrollment guides/materials.

7. Non-Exclusivity, No Referral Requirement. This Agreement is non-exclusive and neither Party has any obligation or expectation, whether express or implied, to make referrals to the other for any health care services.

8. Force Majeure. Neither Party shall be liable to the other for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or

delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event. Client specifically acknowledges Fonemed shall have no liability under this Agreement for breach of contract or other failure to perform Services or obligations as a result of electrical or other system downtime or brief periods of downtime for system improvements or upgrades with reasonable notice to Client when feasible. Fonemed does not represent or warrant that Services will be entirely free of interruption.

9. Miscellaneous.

a.. Material Change in Law. In the event that, after the Effective Date, there is a material change in law, rule or regulation (including, but not limited to, reimbursement levels under any governmental program) which results in this Agreement or the Parties' performance of their obligations hereunder being in violation of applicable law, or which would result in the Parties' continued performance hereunder having a material adverse effect on either Party, the Parties shall negotiate in good faith with one another to amend this Agreement so as to eliminate such result or adverse effect.

b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and each of their respective successors and permitted assigns. The Parties shall not assign this Agreement without the written consent of the other Party, which shall not be unreasonably withheld.

c. Notices. Notices or communications to be given under this Agreement will be given to the respective Parties in writing, and shall be deemed given if provided as set forth below to the addresses set forth below or to such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications will be deemed to have been given upon (a) personal delivery, (b) five (5) calendar days after being sent by registered or certified mail, postage prepaid, (c) one (1) business day after delivery to a reputable overnight delivery service for overnight delivery, or d) facsimile transmission upon successful transmission, in each case addressed as follows:

Fonemed		Client	
Name:	Fonemed, LLC	Name:	Tulare County Health and Human Services Agency
Address:	3 Lincoln Dr., Suite A, Ventura, CA 93001	Address:	5957 S. Mooney Blvd., Visalia, CA 93277
Phone/Fax:	(805) 667-5205/(805) 667-8207	Phone	(569) 624-8000
Email:	Anna.seroka@fonemed.com	Fax	559-749-9818

d. Access to Records. Pursuant to 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the provision of services under this Agreement, Fonemed shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Government Accountability Office or any of their duly authorized representatives, a copy of this Agreement, and such books, documents, and records as are necessary to certify to the nature and extent of the costs of the services provided under this Agreement. Fonemed agrees that in the event that it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States Government Accountability Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

e. Conflicts. In the event of a conflict between this Agreement and any attachment, addendum, exhibit, schedule, or statement of work, the provisions of such attachment, addendum, exhibit, schedule, or statement of work shall control.

Schedule II – Service Statements of Work

STATEMENT OF WORK: NURSE TRIAGE AND ADVICE SERVICE

A. DEFINITIONS. For the purposes of this Nurse Advice Statement of Work:

1. The term "Client Group" shall mean the primary organization of which Fonemed's telephony and software will be configured for the Client.
2. The term "Subgroup" shall mean any subset of the "Client Group" requiring reporting by Fonemed (e.g., clinics, departments) either based on either physical location or functional specialty.

B. SERVICE. Fonemed shall provide the following Services for Client:

☒ **24/7** or ☐ **After Hours Only**

1. Fonemed will provide a single, dedicated toll-free number that will be provisioned on Fonemed's telephony system. This line will be configured with an automated greeting message. Client acknowledges this toll-free number enables Fonemed to track calls for Client billing purposes. As such, Client should only share its dedicated toll-free number with eligible recipients and should advise its eligible recipients on permitted uses of the toll-free number.
2. Fonemed's software will be configured with one "client group".
3. The standard call process is as follows:
 - a. Upfront greeting: "Thank-you for calling the Nurse Advice Line. This call may be recorded for quality assurance purposes. If this is a medical emergency, please hang up and dial 911 or your local emergency assistance number." Client can specify a custom, automated greeting message if preferred. Fonemed reserves the right to modify the greeting message from time to time.
 - b. Live initial call intake by a qualified health service specialist.
 - 1) Greeting: "Hello, my name is "*****". I am a health service specialist.
 - 2) Intake information collected:
 - a) Caller First Name / Last Name (In the event that the caller is not the patient)
 - b) Caller Relationship (e.g. Parent)
 - c) Patient First Name / Last Name
 - d) Patient Date of Birth
 - e) Return Phone Number
 - f) Patient Gender
 - g) "Initial Intention"
 - h) Reason for Call
 - 3) Calls are queued for a call back by a registered nurse.
 - c. Fonemed's Registered Nurses ("RN(s)") address patients' health care concerns and assess symptom presentation to recommend the most appropriate level of care using Fonemed's proprietary software and licensed Schmitt/Thompson protocols.
 - d. All calls (encounters) are documented in a standard "encounter report" which will be available to the Client via a secure, web-based portal.

C. MONTHLY REPORTS. The following monthly reports are available upon Client request:

1. Call log
2. Complete call summary
3. Satisfaction Survey - Fonemed will routinely contact up to 5% of callers "company-wide" to assess their satisfaction with the service.

D. FEES.

1. Service Implementation

One-Time Implementation	Fee: \$495.00 – (NA, service in place)
Additional Subgroup	*Fee: \$150.00 minimum

2. Billing Minimum:

Monthly Billing Minimum:	Fee: \$505.00
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3. Call Pricing

Per Call	Fee: \$25.45
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* Set-up price is dependent upon service requirements and will be agreed upon by both parties.

** Per call charges apply after the monthly minimum call volume has been exceeded, not in addition to the monthly minimum.

*** Holiday Surcharge: There is a holiday surcharge of \$6.00 for every call taken from 12:00 AM to 11:59 PM (Client's time zone) on New Year's Day, Martin Luther King Day, Presidents Day, Veterans Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and any other closed holiday required by client.

*** The above per call fee represents triage calls in English or Spanish. For Spanish calls, if a Fonemed Spanish-speaking nurse is not available the triage will be completed using a real-time translation service. If any other language translation is required, Fonemed will conference in a translation service. All costs for call translation will be passed through to the Client including a 10% administration fee if Fonemed translation service is used. Any Client restrictions to service must be requested in writing to Fonemed and mutually agreed upon prior to implementation of service. Fonemed will provide approval of restriction to Client in writing. Fonemed RNs will still process foreign-language calls when deemed to be urgent or emergent.

STATEMENT OF WORK: SERVICE FOLLOW-UP CALLS

A. STATEMENT OF WORK

1. **Service Follow-Up Calls** may include:
 - a. Provider Paging
 - b. Referrals to treating Health Care Facilities
 - c. Call to other Client resource such as Care Coordinator, Campus Security, Housing Coordinator, Pharmacy etc.
2. **On Call Provider** is the Client Health Care Provider: Physician, Nurse Practitioner, Physician Assistant, Registered Nurse, Mental Health Clinician or other Health Care Provider available after hours, weekends, and holidays for Fonemed to contact for a patient encounter.
3. **Basic Schedule** is defined as a single provider per 24-hour period.

B. SERVICE PROCESS

1. Process for Fonemed paging/notification to Client's on-call provider:
 - a. Client shall provide a list of providers with contact information. Fonemed will provide a file specification when appropriate.
 - b. Client shall provide a single point of contact responsible for the on-call schedule. In the event a preexisting answering service is already in place, Client shall provide a single point of contact for the answering service.
 - c. Client shall provide a monthly schedule that complies with the "schedule restriction" definition. Fonemed may provide an on-call schedule template for client to use.
 - d. Client shall submit its on-call schedule for the upcoming month to Fonemed no later than the 20th day of the month. If Fonemed does not receive a schedule, callers will be referred for follow-up care as appropriate.
 - e. Fonemed will contact Client's designated on-call provider for the following reasons:
 - 1) As determined by Fonemed Protocol
 - 2) Prescription request or refill for "critical medication".
 - a) Callers requesting a non-urgent prescription refill will be referred to their pharmacy that will notify patient's healthcare provider of the need for a prescription refill.
 - 3) Calls from other health care providers who need to speak with the on-call provider
 - 4) Caller insists on speaking with provider
 - 5) Calls that fall out the scope of any Fonemed Services
 - 6) Critical Lab results:
 - a) Alerting the provider that Critical lab results are available during regular business hours
 - b) After regular business hours, Fonemed will either:
 - i. Provide the lab with on call provider's contact information so that they can directly contact the provider on call
 - ii. Collect the caller's (lab) and patient information. Contact the on-call provider and provide the lab's number and patient information so that the provider contacts the lab directly.

f. If provider must be contacted, Fonemed will contact the provider and provide details of the encounter.

1) If unable to reach the provider:

- a) Fonemed will leave a voice message requesting a return call
- b) Fonemed will make up to three (3) attempts to contact the provider
- c) If unsuccessful after 3 attempts, the nurse will refer the patient as appropriate based on approved protocols

g. Based on consultation with the provider, Fonemed will communicate with the patient if appropriate

2. Process for Referrals to treating Health Care Facilities / Calls to Other Client Resource such as Care Coordinator, Campus Security, Housing Coordinator, Pharmacy, etc.

- a. Client shall provide a list of approved health care facilities, designated Client Resources identified for notification with contact information and criteria for when to contact. Fonemed will provide a file specification when appropriate.
- b. Fonemed will call the appropriate treating health care facility/Resource and provide the patient information verbally.
- c. Fonemed will leave a voicemail per Client request.

3. Fonemed will document details in the call encounter report.

C. FEES

Service Implementation

One-Time Implementation Fee: \$295.00

Call Pricing

Per Attempt: \$5.95

*Per attempt charge will apply each time a nurse attempts to contact the provider. A single Nurse Advice service call fee will also apply.

Schedule III – Client Specific Provisions

N/A

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 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 Fonemed LLC (Fonemed) 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 Isabel Attigliato Date: June 4, 2024

Contractor Name Fonemed LLC (Fonemed)

Signature Isabel Attigliato