

**AMENDMENT #2 TO AGREEMENT # A-13275
BY AND BETWEEN
COUNTY OF MONTEREY &
TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**

THIS AMENDMENT is made to the Standard Agreement for the provision of employment training and job placement services for clients eligible for the AB109 Public Safety Realignment Plan; which includes Post Release Community Supervision, Mandatory Supervision and intensive supervision by and between **TURNING POINT OF CENTRAL CALIFORNIA, INCORPORATED**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" (collectively, "the Parties").

WHEREAS, the County and CONTRACTOR first entered into the Agreement on August 23, 2016 by board action for the term July 1, 2016 through June 30, 2017, for an amount not to exceed \$321,683; and

WHEREAS, Agreement was amended by the Parties on May 24, 2017 (hereinafter, "Amendment No. 1", including Exhibit A-1 Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2018 and to increase the Agreement's amount by \$321,683, for a total not to exceed amount of \$643,366; and

WHEREAS, CONTRACTOR has satisfactorily performed the services required by the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to June 30, 2019, increase in the amount of \$321,683, for a total not to exceed amount of \$965,049 to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW THEREFORE, the County and CONTRACTOR hereby agree to further amend the Agreement as follows effective July 1, 2018:

1. The first sentence of Section 1.01 of Paragraph 1.0, "General Description", shall be amended to read as follows:

The County hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-2 in conformity with the terms of this Agreement.

2. Section 2.01 of Paragraph 2, "Payment Provisions", shall be amended to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$965,049.

3. The first sentence of Section 3.01 of Paragraph 3, "Term of Agreement", shall be amended to read as follows:

The term of this Agreement is from July 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

4. In Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions" delete "Exhibit A-1, Scope of Services/Payment Provisions" and add "Exhibit A-2, Scope of Services/Payment Provisions".
5. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A -2, Scope of Services/Payment Provisions.
6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement
8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No.2.

This space left blank intentionally

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

CONTRACTOR

Department Head

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

Raymond R. Banks, Chief Executive Officer

Printed Name and Title

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 5/15/18

Dated: 5-25-18

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

Bruce Tyler, Chief Financial Officer

Printed Name and Title

Risk Management

Dated: 5/15/18

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: 5-24-18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT- A-2
To
Service Agreement
Between
Monterey County, hereinafter referred to as "COUNTY"
AND
Turning Point of Central California, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Turning Point (TP) will offer AB109 **Employment Services** to all clients referred from the probation department and identified as AB109 funded participants. AB109 funded participants include Post Release Community Supervision (PRCS), Mandatory Supervision and Intensive supervision probationers. Fifty (50) men and women will be placed into unsubsidized employment. It is anticipated that at least 70% of the fifty (50) will require subsidized training prior to job placement and all participants will receive supportive services per assessed needs. TP will set-aside \$85,000.00 for client job training and supportive services. One full-time Employment Specialist and one part-time Case Manager will be assigned to the program. These staff will work under the direct supervision of the Adult Employment Services Program Director, who has extensive experience in managing Adult Employment Programs for the adult offender population. The contract will be monitored by the Deputy Regional Director.

The Employment Program will be designed to meet the special training and employment needs of the offender population. The length of the program will vary based on participant needs. All services will be provided for a maximum of twelve (12) months. In order to ensure the success of their program, TP will provide, at no cost to the County, additional twelve (12) month follow-up services to participants. Services will be customer focused and customized to meet the precise needs of an adult population with multiple barriers to employment and the local labor market. Special emphasis will be on job placement and retention in unsubsidized employment as the measure of success and a primary outcome of the program. TP will leverage the resources of their offender programs, established community partnerships, and a strong employer data base to support client success.

Management Plan and Staffing

<u>Classification/Title</u>	<u>Full-Time Equivalent (FTE)</u>
Deputy Regional Director	Part-Time
Program Director	Full-Time

Employment Specialist	Full-Time
Case Manager	Part-Time

CONTRACTOR shall in writing notify the Adult Division Director and the Assistant Chief or Chief Probation Officer of any change in staffing within two working days of the modification.

Pre-employment skills training will be delivered using curriculum and strategies developed through thirty-nine (39) years of operating Inmate Supervision, Reentry Services and CETA, JTPA and WIA Offender Employment Programs. All services will be delivered with the philosophy of personal responsibility at its core. In support of job retention, the program will emphasize skill-building techniques aimed at providing clients with the ability to change behaviors and cope with high-risk situations, thus breaking the cycle of incarceration.

EVIDENCE-BASED PRACTICES AND PROGRAMS

One of the legislative intents of AB109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. The Probation Department has agreed to provide AB109 service providers additional support through the Smart Supervision Grant in collaboration with the city of Salinas. Specifically, an assessment of evidence based practice utilization, training and technical support will be provided for your staff. It is expected that staff will fully participate and utilize these trainings and techniques to enhance delivery of services. These efforts will also provide support for identifying measurable service objectives used in Probations program evaluation of your service delivery.

DATA COLLECTION

Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through Efforts to Outcomes (ETO), all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately entering data on a daily to weekly basis, and notifying Probation Site Administrators of identified issues relating to access, data entry or training needs.

PROGRAM REFERRALS

Program referrals will be made by Monterey County Probation Officers using the Universal referral form. Through Efforts to Outcomes (ETO) software, referrals will be submitted electronically. At the onset of referral, communication between TP staff and Probation Officers will commence and remain a vital element throughout client participation in program services.

ORIENTATION

Orientations to program services will be conducted on Tuesdays and Thursdays but may be conducted more often if the amount of referrals requires such. Orientations will provide clients with

information on TP AB109 Employment Services as well as partnership job programs and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within five (5) working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may require resolution prior to employment. If it is determined that with TP assistance the client is ready to seek employment, enrollment will be conducted immediately and a case file started. Clients in need of remediation prior to employment will be referred to suitable community services with the goal of enrollment following resolution. The referral Probation Officer will be notified of the initial assessment status.

ENROLLMENT

Enrollment will initiate client employment services. The service schedule will be negotiated with the client encouraging daily participation but taking into account other client personal, family and reentry obligations. All enrolled clients will be entered into the Monterey County Probation statistical system and tracked for the delivery of services and outcomes.

CORE A SERVICES

Clients that have work history, skills and minimal barriers to employment, but require job search resources, will benefit from this service. Services are self-directed, utilizing the TP employment resource center. These services will include Labor Market Information, job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology, and referrals to community services.

CORE B SERVICES

Clients requiring employment support will be referred to Core B staff assisted activities. These activities will involve staff assisted job search and placement assistance, career counseling, job referrals, job development including working with employers, workshops and job clubs, and follow up services including essential employability skills counseling.

INTENSIVE SERVICES

Case Management

Case Management will begin at the onset of Intensive Services. The Case Manager will prepare and coordinate comprehensive employment plans for clients to ensure access to the necessary training and supportive services, use of computer-based technologies, and job and career counseling during program participation and after job placement. The Case Manager will be specifically trained and assigned to manage individuals throughout their service, and will lead the staff in a client-oriented, team approach for the most inclusive and supportive mentoring of individuals with multiple barriers to employment.

The Case Manager will ensure that the full array of TP employment services is available to clients as part of their Case Management plan. TP's wide range of community linkages will be utilized to

support client objectives. Counseling, intervention activities and collaboration with partner agencies will be part of the matrix of services to ensure employment success.

The Case Manager will meet with his/her client no less than weekly at the onset of Intensive Services and bi-weekly as the client becomes successfully engaged in program services, job search, training, employment, etc. All meetings will be documented on a case note form and maintained in the client file. Client meetings will include ongoing Pre-employment and Job Retention Skills Training. This vital training will continue to reinforce with clients "how to get a job", "how to keep a job" and "how to advance on the job." Experience has shown that such instruction is best delivered not only while the client is in training, but throughout all program services, when the concepts are more meaningful in real work environments.

Bi-weekly case staffing meetings will be conducted to review each client case. Evaluation findings will be documented in case notes and a consensus reached in service delivery strategy for the upcoming week. Case management will be an integral part of job retention, vital to a trusting and responsible relationship with the client that enables staff to provide optimum support throughout the reintegration process.

Objective Assessment

The Case Manager will provide a comprehensive Objective Assessment for each client, consisting of an examination of the individual's capabilities, needs and vocational potential in order to develop a service strategy and employment goal. Assessments will be client-centered and evaluate employment barriers, taking into account the client's family situation, work history, education, occupational skills, interests and aptitudes (including those for nontraditional occupations). Also critical to evaluation and planning will be assessing attitude towards work, motivation, behavior patterns affecting employment potential, financial resources and needs, and need for supportive services. Recognizing the influences and experience of most offenders, the Case Manager will also closely observe clients' social and interpersonal skills as indicators of how well they can communicate and work with others.

Pre-assessments from Probation Officers will be factored into the Objective Assessment (clients will have signed a Release of Confidential Information Statement before this information is acquired). These will supply vital background information and conviction records relevant to employability potential (but not always readily provided by offenders).

Because most clients will have minimal documented work history and multiple employment barriers, the majority of them will enter into a more in-depth assessment with the Employment Specialist (for extended evaluation of aptitudes and interests, work habits and skills). Continued assessment will be conducted both individually and in a group setting. Employer partnerships will assist staff in evaluating the viability of the client's employment goals.

Individual Employment Plan (IEP)

The Case Manager will develop, with the client, an IEP outlining his or her employment goals and the services required to realize those objectives. The results of the Objective Assessment, an overview of the client's status, and the client's input will form the basis of the IEP.

The IEP will include: client's employment goal(s); rationale for employment goal selection; barriers to employment; counseling regarding non-traditional work; educational opportunities; labor market; self-sufficiency requirements; client's objectives and any need for support services. The IEP will be used as a "road map", guiding the client on the path to self-reliance with clearly identified employment goals. The document will be signed and dated by the Case Manager and the client.

The IEP will be reviewed by the Case Manager with the client no less than monthly. It is a "living" document and can be changed as continued assessment reflects the need for such. All changes, review notes and progress in meeting the planned objectives will be documented by the Case Manager in the IEP.

Employability Workshops

Classroom instruction will be provided by the Employment Specialist and begin following the development of the IEP. Training will include The Change Companies interactive journaling "Employment Skills" and the following curriculum:

Life Skills: soft skill development; cognitive skills for behavior change; emotional and physical wellness; substance abuse; anger management; relationships; self-sufficiency; goal setting; financial planning; transportation; housing. **Pre-employment Skills:** gathering information; identification of skills; "portfolio" development; applications; resumes; interviewing; job search; phone etiquette; writing and basic office machine skills; employer expectations; job retention. **Marketable Work Habits:** grooming; reliability; punctuality and attendance; effective communications; conflict resolution; teamwork, problem solving, ethics; career advancement.

TRAINING

Individual Short-Term Vocational Training

With the approval of the Monterey County Probation Adult Division Director, short-term vocational training opportunities may be provided for clients that assessment reflects the need for. TP will identify the educational entity most suitable for the training, develop the training outline, provide oversight of the training contract, and conduct job placement following. OJT funds will be used for training.

On-the-Job Training (OJT)

On-the-Job Training will be used for clients with little or no work history/skills or those that have been out of the job market for a long period of time. Cognitive restructuring and soft skills training will be an integral part of this and all service delivery components to prepare an institutionalized population for the culture of the world of work. To support job placement and retention, TP will leverage partnership agency services and the comprehensive training at their Residential Reentry Center for additional on-site instruction in areas such as, drug and alcohol education, victim awareness, life skills, stress management, money management, community resources, domestic violence and family reunification.

Participant Referral to Job Site

Once a suitable On-the-Job Training site is identified, the Employment Specialist will schedule an interview between the employer and the client. The client will be coached with a review of their

workshop training, and well-researched information on the prospective training site; they will also be assisted with interview clothes, transportation, etc. as needed.

Before the meeting, the Employment Specialist will provide "need to know" only information to the employer, addressing the individual's record, conditions of court supervision, and IEP information. Directly following the interview, the Employment Specialist will conduct an interview with both parties. An OJT Agreement is developed with the employer following a successful interview. A negative interview is analyzed and factored into employer compatibility and the Participant's ongoing assessment.

The Employment Specialist will screen OJT sites relative to client's probation conditions to avoid compromising the client's probation or the worksite. The Employment Specialist will also seek local business OJT sites based on advanced knowledge of their stated restrictions for hiring offenders. TP will not broker OJT's with employers who have exhibited a previous pattern of failing to provide agreed upon training obligations or fail to provide the OJT client with benefits equal to other employees doing the same kind of work for the same length of time.

Development of On-The-Job Training Agreements

The Employment Specialist will assess potential OJT employment sites for job advancement opportunities, rate of pay, suitability to the client's skills and career or educational goals, and likelihood of retention. Actual placement will be the culmination of staff-assisted job development and the client's IEP.

The Employment Specialist will utilize its effective working relationships with numerous public, private non-profit and private employers. TP's philosophy in training site and job opportunity development will be that of building productive relationships based on trust and reliability. OJT sites will be developed with a focus on employers committed to hiring clients following training. The agency will develop the OJT training outline and enter into OJT Agreements with each employer based on a template pre-approved by the Monterey County Probation Adult Division Director.

Employer Training and support will be a key element to job retention and an integral part of job development and placement. Job development is individual and customized to the employer needs, worksite culture and the characteristics of the client. Employers will be educated to the benefits of hiring adults from the AB109 Employment Services Program, such as: employer reimbursement for training; job ready employees, money saved on employee recruitment, customized training, reduced screening and interviewing time, chance to tailor future workforce, diverse employees, contribution to positive outcomes for at-risk adults, program support and follow up services, job retention support, tax incentives (Work Opportunity Tax Credit and Hiring workers with disabilities).

TP will conduct continuous active marketing to employers in and around Monterey County to promote awareness and encourage use of the AB109 Employment Services Program. Promotion will stress professional satisfaction, monetary savings and community awareness as three critical benefits to the employer.

Performance Evaluations

Client Performance Evaluation forms will be provided to the employer at the start of training. Employers will be trained in the use of evaluations in support of skill and work habit development and

job retention. The evaluation will allow the employer to rate the trainee, and covers work maturity and habits such as punctuality; attendance; attitude; appearance; interpersonal relations; and task completion. These will start most of the clients' documented credibility in the world of work. Many will be used in interviews, as prior clients seek career advancement, to evidence that they have truly changed behaviors.

Worksite Visits

Worksite Visits will be conducted monthly by the Case Manager (more often if needs indicate) for OJT supervision. The monthly Performance Evaluation will be reviewed with the employer and client. This will be an opportunity to address any areas of concern and develop a plan to remedy such and applaud successes. Staff, employer and the client will all review, sign and date the evaluation, for retention in the clients file. OJT Training Outlines will be reviewed at the worksite visits also, and used as a monitoring tool to ensure employer compliance with the Agreement and assess skill development. As with the evaluations, should there be any areas of concern, corrective arrangements will be developed and carried out.

SUPPORT SERVICES

TP will provide information and referral for participants needing Support Services, starting with orientation to the program. Support Services will include but not be limited to, work tools and safety equipment, food, clothing, medical assistance and transportation. Training for participants in finances and money management will be integrated into the support service delivery system. Clients will be taught how to plan for their needs with their objective of self-sufficiency in mind. Clients enrolled into Intensive Services who are in need of Supportive Services and unable to meet these needs through their own resources, or those of other service providers, will be provided Support Services necessary for employment.

COUNSELING

Counseling will begin at the commencement of staff-directed Core Services. Counseling services will be delivered both individually and in group activities. IEP counseling will be provided bi-weekly as soon as the plan is developed and will continue until the completion of each objective.

Comprehensive Career Counseling will be provided for client's in intensive services and continue during follow-up. Career counseling will be provided by TP staff, with input from the employer community. Clients will be encouraged to attend community job fairs and utilize technology-based data. TP will utilize specific tools to aid in career counseling, which include the PAR Self-Directed Search (a guide to educational and vocational planning), the TABE (Tests of Adult Basic Education), Occupational Exploration Guide (a guide to career, learning and lifestyle options); a values and communications assessment; a variety of on-line assessment tools such as the O*NET and VOS.

Workplace culture, ethics and attitude counseling will be integrated into all of TP services. High standards of work habits will be modeled by all staff members. This will be a significant influence, as most of our clients' vision of a place of work is based on institutional and "on the streets" work experiences.

It is anticipated that many program clients will require professional counseling for serious issues such as mental health, cognitive problems, domestic violence, drug and alcohol dependency, reintegration

and violent crime backgrounds. Turning Point will utilize linkages and collaborations with local services for individual counseling with the approval of the client's Probation Officer.

PLACEMENT IN UNSUBSIDIZED EMPLOYMENT FOLLOWING TRAINING

Permanent, unsubsidized employment for clients will be the goal of all program components. To this end, TP will foster client success in all program activities. TP plans a placement rate following training of 75% or higher. TP has a well-developed job expansion system and all staff is committed to job development and retention. The Employment Specialist will research and develop work opportunities for clients that provide skill development and a work environment that supports their career and personal goals.

Specific steps Turning Point will take to support placement are as follows:

- Develop each OJT with complete honesty, providing need-to-know criminal history (with the client's approval) and related information to the employer. This will establish a foundation of trust in the working relationship.
- Provide immediate and ongoing education and support to the employer regarding the special issues of the offender and addict population.
- Seek out work environments supportive of the offender's recovery and special conditions of probation.
- Develop OJT's specifically for each client with a focus on making a good job match in support of job success.
- Maintain a large data base of employers amenable to hiring the offender population and to provide testimony to other employers of the benefits of working with the TP AB109 Employment Services Program.

JOB RETENTION:

TP will implement an established strategy for retention. The foundation for helping participants retain their jobs will begin at onset of services, and continue throughout Follow-Up. Because the offender population is at considerable risk of returning to old behaviors, TP will facilitate the development of client support networks with the agency's partnerships and linkages. Staff will educate each employer on the client risk factors (such as substance abuse, institutionalized behavior, etc.) to afford prompt intervention with counseling and related services.

TP will monitor each client closely throughout program services and for a minimum of twelve months after job placement. Clients will be encouraged to return to pre-employment services for additional support. As appropriate, TP will work with the client's family to alleviate challenges that may impede on-the-job success. All contacts will be documented in the clients file and reviewed regularly at full case conference to assess for maximum support.

Successful program graduates and the employer community will be encouraged to participate in mentorship activities. To support long-term employment, focus will remain on OJT opportunities in supportive environments with high potential for job satisfaction, skills development, wage increase and industry growth.

FOLLOW-UP SERVICES

Follow-up Services will start after exit and will be conducted at a minimum of; 1st quarter; 2nd quarter; 3rd quarter and 4th quarter but more often as individual needs indicate. TP will follow up through: phone contacts; work site visits; mail correspondence; employer and support system contacts; retention strategies. Pay stubs may be collected for review of EDD wage-based reports.

The Agency will continue to be available to all clients following placement into unsubsidized employment. Placed clients will be encouraged to maintain regular office contacts, and form support groups. Training graduates and their employers will be invited to follow-up recognition and awards celebrations. Community links already in place will continue. Should reemployment become necessary, TP will offer a full array of employment services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The County shall pay an annual amount not to exceed (\$321,683) per Fiscal Year(FY) for FY 2016-2017, FY 2017-2018 and FY 2018-2019 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Total compensation to CONTRACTOR not to exceed \$965,049. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 Budget

<u>Budget Line Item</u>	<u>Annual Budget Amount*</u>
Salary	\$119,605
Employee Benefits	\$44,265
Indirect Costs	\$48,266
Operating Costs	\$24,547
Client job training** and Employment Supportive Service	\$85,000
TOTAL	\$321,683

NOTE*: Contractors will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items upon request and justification by the Contractor and written approval by the Office of the Chief (or designee), providing that the total contract amount remain unchanged.

All fees and costs stated herein shall include all applicable tax.

**Client job training is based on an average wage of \$11.00 per hour (at a 50% employer reimbursement rate) for twelve (12) weeks.

The remaining funds are compensation for wages/benefits, operating, and administrative expenses.

B.3 Contractors Billing Procedures

Contractor shall invoice County monthly. Contractor shall submit a monthly claim for payment, with back-up documentation that provides validation of eligible expenses, such as system generated payroll reports, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the Agreement terms and conditions and may cause reimbursement to be delayed or denied. Salary costs reimbursable under this Agreement include vacation, sick leave, and compensating time off (CTO) earned and paid to vendor employees during the Agreement performance period. Balances accrued during the Agreement funding cycle, but not used and paid to the employee, cannot be claimed. The leave costs claimed must be proportional to the amount of time spent by the employee working on the Agreement scope of services. Expenses may only be incurred prior to June 30, 2019.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Stacey Okimoto	
	PHONE (A/C, No, Ext): 925-934-8500	FAX (A/C, No): 925-934-8278
	E-MAIL ADDRESS: StaceyO@Heffins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits Insurance Alliance of California	1184
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
TURNPOI-02
Turning Point of Central California, Inc.
PO Box 7447
Visalia, CA 93290-7447

COVERAGES**CERTIFICATE NUMBER:** 1437934205**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	201802205NPO	1/28/2018	1/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP & COLL <input checked="" type="checkbox"/> DED: \$500	Y	201802205NPO	1/28/2018	1/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201802205UMB	1/28/2018	1/28/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> SOCIAL SERVICE PROFESSIONAL LIABILITY		201802205NPO	1/28/2018	1/28/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured.

Monterey County Probation Department, the County of Monterey, its officers, agents and employees are included as an additional insured (primary and non-contributory) on General Liability policy and additional insured (and primary) on Automobile Liability policy per the attached endorsements, if required. Cancellation endorsement for the General Liability and Automobile Liability policies is attached, if required. This certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER**CANCELLATION**

Monterey County Probation Department
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional Insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional Insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Policy Number: 201802205NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

- 1 = ANY "AUTO."
- 2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
- 3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
- 4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
- 5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

- 7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
- 8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
- 9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1,2,3,4,5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the

permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss;" or
- e. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds:"

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
 - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone else who is not otherwise excluded under paragraph b. above and is liable for the conduct of an "insured" but only to the extent of that liability.

2. COVERAGE EXTENSIONS

- a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured."

(1) All expenses we incur.

(2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$100 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract;" or
- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or

unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured;" or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

6. CARE, CUSTODY OR CONTROL

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. HANDLING OF PROPERTY

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto;" or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

10. COMPLETED OPERATIONS

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and

- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, or handled for movement into, onto or from, the covered "auto;"
- (b) Otherwise in the course of transit by the "insured;" or
- (c) Being stored, disposed of, treated or processed in or upon the covered "auto;"

- (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto;" or

- (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

- b. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph a.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The pollutants escape or are discharged, disbursed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c of the definition of "mobile equipment."

Paragraphs a(2) and a(3) of this exclusion do not apply if:

- (1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto;" and
- (2) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

12. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. Specified Causes of Loss Coverage. Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
 - c. Collision Coverage. Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.
- However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension. We will pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. Nuclear Hazard.
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action.
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Other Exclusions.
 - a. We will not pay for "loss" to any of the

following:

- (1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."
 - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - (3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto;";
- c. Your interest in the covered "auto;"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor

vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

- b. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."
- c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico; and
 - d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess

insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- E. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
 6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- An "insured contract" does not include that part of any contract or agreement:
1. That pertains to the loan, lease or rental of an "auto" to you; or
 2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- F. "Loss" means direct and accidental loss or damage.
- G. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraphs 1,2,3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.Vehicles not described in paragraphs 1,2,3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos."
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning.
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- H. "Property damage" means damage to or loss of use of tangible property.
- I. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
- J. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the Cancellation Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, If we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.

- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

