



RCOC INSURANCE POLICY REQUIREMENTS FOR ALL VENDORS

Policy:

Regional Center of Orange County (RCOC) shall require General and Professional Liability Insurance from all vendors.

Operating Policy:

Vendor shall provide Certificate of Insurance as a condition of vendorization or, unless there is a legal waiver, placement of regional center consumers for services.

Procedure:

1. Providers shall submit certificates of insurance upon vendorization and upon insurance renewal thereafter.
2. RCOC will be unable to vendor and/or fund if a facility is sold or a vendor moves to a new address and there is no insurance coverage in place.

The certificate you provide must:

1. Be an original document.
2. List all subsidiaries or DBAs covered by the certificates provided.
3. List all sites covered by insurance policy.
4. Provide at least thirty (30) days notice of cancellation.
5. Show complete insurance carrier names as listed in the A.M. Best Property & Casualty Guide.
6. List RCOC as additional insurance against loss or liability caused by or connected with Vendor's performance or nonperformance of its services for RCOC.

The Certificate of Insurance must be completed in its entirety and signed.

Binders are NOT acceptable.

REQUIRED COVERAGE

1. The Certificate must include coverage for molestation and sexual abuse.
2. Coverage must be placed with a carrier rated not less than A-VII by A.M. Best Company for financial strength and size.
3. If an insurer's rating is less than A-VII, RCOC retains the right to approve or reject the insurer.

Commercial General Liability with Regional Center of Orange County as additional insured
and

Professional Liability with Regional Center of Orange County as additional insured

Please mail, fax or e-mail the Certificate of Insurance to:

RCOC, Attention: Vendorization, P.O. Box 22010, Santa Ana, CA 92702-2010

FAX 714-541-5200

E-mail lcastillo@rcocdd.com

**REGIONAL CENTER OF ORANGE COUNTY (RCOC)
TERMS AND CONDITIONS OF PURCHASE ORDER**

1. **Purchase Governed by Terms and Conditions of Purchase Order.** The materials, supplies or services covered by this purchase order shall be furnished by Vendor subject to all the terms and conditions set forth in this purchase order, including but not limited to those set forth in the following paragraphs. Vendor, in accepting this Purchase Order, agrees to be bound by and to comply with all of said terms and conditions, and no other terms or conditions shall be binding upon the parties hereto unless accepted by them in writing. Shipment of all or any portion of the materials, supplies or the performance of all or any portion of the services covered by this Purchase Order shall constitute acceptance of said terms and conditions if this purchase order has not been cancelled, terminated or withdrawn before such shipment or performance. The terms of any proposal referred to in this Purchase Order are included and made a part of the Purchase Order only to the extent of specifying the nature of the materials, supplies or services ordered, the price therefore, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this Purchase Order.
2. **Compliance with Terms and Conditions.** Materials, supplies or services furnished shall be exactly as specified in this Purchase Order, free from all defects in design, workmanship or materials. If materials, supplies or services are found to be defective or not as specified, then in addition to and not in lieu of RCOC's other remedies: (a) RCOC may reject them in whole or in part, require Vendor to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances; (b) if Vendor is unable or refuses to correct such items within a time deemed reasonable by RCOC, RCOC may, effective forthwith upon delivery of written notice or termination to Vendor, terminate the Purchase Order in whole or in part; (c) Vendor shall bear all costs incident to the rejection of materials, supplies or services which shall be in addition to any costs for which Vendor may become liable to RCOC under other provisions of this Purchase Order; and (d) Vendor shall reimburse RCOC for all transportation costs paid on rejected items and all advance payments made to Vendor for unaccepted materials, supplies or services. Notwithstanding final acceptance of payment by RCOC or anything to the contrary contained herein, Vendor shall be liable for any latent defects in design, workmanship or materials in any of the materials, supplies delivered or services performed under this Purchase Order.
3. **Changes.** RCOC may make changes within the general scope of this Purchase Order in (a) drawings or specifications for specially manufactured supplies; (b) place of delivery; or (c) method of shipment or packing of the order, by giving notice to Vendor and subsequently confirming such changes in writing. If any such changes affect the cost to Vendor or the time required for performance of this Purchase Order, an equitable adjustment in the price or delivery charges or both shall be made. No changes shall be made without the prior written approval of RCOC. Unless waived by RCOC in writing, any claim of Vendor for an adjustment under this Paragraph 3 must be made in writing within thirty (30) days from the date of receipt by Vendor or written notification of such change, whichever is later in time. Nothing in this Paragraph 3 shall excuse Vendor from filing any Purchase Order as changed.
4. **Title.** The materials or supplies purchased hereunder shall be subject to RCOC right to reject upon inspection, and title thereto shall pass to RCOC upon delivery and acceptance by RCOC.
5. **Payment, Extra Charge and Drafts.** Vendor shall be paid, upon submission of acceptable invoices, for materials or supplies delivered and accepted, or services rendered and accepted. RCOC will not pay invoices submitted more than one year after the completion of service, and/or delivery of materials or supplies. RCOC will not pay cartage, shipping, packing or boxing expenses, unless specified in this Purchase Order. Drafts will not be honored. Invoices must be accompanied by transportation receipts. RCOC shall not be responsible for any goods or services delivered without Purchase Orders. Vendor must send a separate invoice in triplicate for each Purchase Order number. Vendor shall not deliver invoices to any employees of RCOC. Invoices shall be mailed to RCOC.
6. **Termination.**
 - a) **Upon Default.** RCOC may by written notice (effective upon the giving of such notice) terminate this Purchase Order in whole or in part of Vendor's Default. Vendor shall be in default if Vendor (1) refuses or fails to comply with the provisions of this Purchase Order; (2) fails to make progress on its performance hereunder and/or endangers its performance hereunder and does not cure such failure or endangerment within a reasonable period of time; or (3) fails to make deliveries of the materials or supplies or perform the services within the time specified herein or in any written extension thereof signed by RCOC. In the event of default, RCOC may purchase or to otherwise secure materials, supplies or services elsewhere, and except as otherwise provided herein, Vendor shall be liable to RCOC for its excess costs.
 - b) **Without Cause.** RCOC may by written notice to Vendor and for its own convenience cancel this Purchase Order, either in whole or in part at any time, effective thirty (30) days after the giving of such written notice. In addition, RCOC may by written notice to Vendor, effective upon the mailing of such notice, cancel this order, either in whole or in part at any time in the event that the individual consumer of RCOC for whom materials, supplies, or services are being purchased (the "Consumer"), or the Consumer's family is dissatisfied with the materials, supplies or services provided by Vendor and purchased hereby. In the event of cancellation pursuant to this Paragraph 6b, RCOC shall pay Vendor, as full compensation for all Vendor's rights hereunder, the unit or pro rata Purchase Order price for the units delivered and accepted, and the services rendered under this Purchase Order which have been delivered by Vendor and accepted by RCOC prior to such cancellation.
- c) **Rights Not Exclusive.** The rights and remedies of RCOC provided in this Paragraph 6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
- d) **Definition of Vendor.** As used in this Paragraph 6 the word "Vendor" includes Vendor and his sub-suppliers at any tier.
7. **Warranty.** Vendor agrees that the materials, supplies or services furnished under this Purchase Order shall be covered by the most favorable warranties the Vendor gives to any customer for the same or substantially similar materials, supplies or services. Such warranties are in addition to and do not limit any other warranties afforded to RCOC by law or by this Purchase Order.
8. **Independent Contractor.** Vendor is an independent contractor, and is not an employee of RCOC. Except as otherwise provided herein, Vendor shall determine the method, details and means of performing the services required of Vendor under this Purchase Order. Vendor shall be required to pay any and all taxes which may be or become due for or in connection with services required by this Purchase Order.
9. **Assignment.** This Purchase Order is not assignable by Vendor without the prior written approval of RCOC.
10. **Indemnity.**
 - a) **Patent Indemnity.** Vendor agrees to indemnify RCOC, its officers, agents, servants and employees against liability of any kind (including attorneys' fees, costs and expenses incurred) for the use of any invention or discovery, or for the infringement of any letters patent or copyright, occurring in the performance of this Purchase Order or arising by reason of the use of, disposal by, or for the account of RCOC of any such invention or discovery.
 - b) **General Indemnity.** Vendor hereby expressly agrees to indemnify RCOC from all liability, losses, claims, demands, damages, judgments and costs (including but not limited to reasonable attorneys' fees) for or arising from, in connection with, or incidental to this Purchase Order, or with or to any and all services, materials or supplies to be provided to RCOC or the Consumer by Vendor, whether caused by the negligence of Vendor or its agents or employees, or otherwise. Vendor shall, at its expense, carry adequate insurance to fully protect both the Vendor and RCOC from all liability, losses, claims, demands, damages, judgments and costs (including but not limited to reasonable attorneys' fees), of any nature for damage to property or for personal injury (including but not limited to death), which may arise from the performance of this Purchase Order, and shall provide to RCOC upon request a current Certificate of Insurance showing RCOC as an additional insured on such policies.
11. **Affirmative Actions.** Vendor shall not maintain or provide racially segregated facilities for employees at any establishment under Vendor's control. Vendor agrees to adhere to the principles set forth in Executive Orders 11246 and 11375 and to undertake specifically (a) to maintain employment policies and practices that affirmatively promote quality of opportunity for minority group persons and women; (b) to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; (c) to communicate this policy in both English and Spanish to all persons concerned within Vendor's company, and with outside recruiting services and the minority community at large; (d) to provide RCOC, upon request, with a breakdown of Vendor's labor force by ethnic group, sex and job category; and (e) to discuss the RCOC Vendor's policies and practices relating to Vendor's Affirmative Action Program.
12. **Books and Records.**
 - a) **Maintenance.** Vendor shall maintain (and the California Department of Developmental Services and RCOC shall have access to) accurate and complete books, documents, papers and records ("Records") of the purchase by RCOC of the materials, supplies or services provided for in this Purchase Order. Such Records shall set forth the type of services provided and the date and/or time such materials, supplies or services are provided. Reports on Vendor's progress in fulfilling Vendor's obligations under this Purchase Order shall be submitted by Vendor to RCOC at least monthly in a format to be specified by RCOC.
 - b) **Preservation.** Vendor agrees to maintain and preserve until three years after the service has been performed and to permit the State of California (or any of its duly authorized representatives) and RCOC to have access to, examine and to audit any and all pertinent books, documents, papers and records relative to this Purchase Order.
13. **General Provisions.**
 - a) **Attorney Fees.** If any suit is brought because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Purchase Order, the prevailing party or parties in such suit shall be entitled to recover from the other party or parties reasonable attorney's fees and other costs incurred in that suit, in addition to any other relief to which they may be entitled.
 - b) **Jurisdiction.** It is the intention of the parties that the laws of the State of California shall govern the validity of this Purchase Order, the construction of terms and the interpretation of the rights and duties of the parties.
 - c) **Severability.** If any provision of this Agreement is held to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable or otherwise invalid provisions.
 - d) **Headings, Gender, and Number.** Article, section, subsection, paragraph and subparagraph headings are not to be considered part of this Purchase Order, are solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents of any such article, section, subsection, paragraph or subparagraph. In addition, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the other whenever the context so indicates.

Insurance Companies

Care Provider Insurance Brokers, Inc.
26441 Crown Valley Parkway
Mission Viejo, CA 92691
949-582-5220

Green, Jeffrey C. Insurance Agency
5155 Ball Road
Cypress, CA 90630
714-816-2918
FAX 714-816-2919

IP Insurance Services
1554 N. Case Street
Orange, CA 92867
714-285-4800

PrideMark-Everest Insurance Services, Inc.
1820 E. First Street, Suite 500
Santa Ana, CA 92705
714-210-7918
Attn: Cindy Cochennet

Calco Insurance Brokers & Agent
600 City Pkwy West, Suites 500/600
Orange, CA 92868-2946
714-937-1824

Community Care Insurance Brokers, Inc.
P.O. Box 5057
Vallejos, CA 94591
707-645-1299

Summa Insurance Service, Inc.
431 N. Brookhurst, Suite 110
Anaheim, CA 92801
714-774-3778
FAX 714-774-3768
Attn: Fred

RFP Insurance Agency, Inc.
5601 W. Slauson Avenue, Suite 250
Culver City, CA 90230
310-642-1933
FAX 310-645-3150
Attn: Stephanie Patterson

Chapman & Associates, Inc.
1103 East Clark Avenue, Suite F-3
Santa Maria, CA 93455
800-288-3095 X320
FAX 805-938-7749
Attn: Cole Kinney

ISU Insurance Services – Fullerton
1150 E. Orangethorpe Avenue, Suite 101
Placentia, CA 92870
714-577-5800
Attn: David Silverman

Pacific Shore Insurance Services, Inc.
2801 Bristol Street, Suite 200
Costa Mesa, CA 92626
714-427-5989

Perlas Insurance Services
5676 York Blvd.
Los Angeles, CA 90042
323-916-0500
FAX 323-916-0501
Attn: Edmund

Yeargin Insurance Agency
15375 Barranca Pkwy., Suite B201
Irvine, CA 92618
949-453-1115
Attn: Mike Yeargin

Elkins Jones Insurance Agency, Inc.
12100 Wilshire Blvd., Suite 300
Los Angeles, CA 90025
310-207-9796
FAX 310-207-5337

Baker Romero & Associates
750 Terrado Plaza, Suite 238
Covina, CA 91723
626-332-2258
FAX 626-339-9921

USI of Southern California
P.O. Box 9004
Van Nuys, CA 91409
818-251-3000

Huntington Pacific Insurance Agency
18672 Florida Street, Suite 302D
Huntington Beach, CA 92648
714-841-6283

Byrne-Kim & Associates Insurance Brokers
3010 Town Center Drive, Suite O
PMB 317
Laguna Niguel, CA 92677
949-249-2540
Attn: Paul Byrne

Marsh Risk & Insurance Services
4695 MacArthur Court, Suite 700
Newport Beach, CA 92660
www.proliability.com
515-365-3069
Attn: Ryan Lambert

AMZ Insurance Services
1971 E. Fourth Street, Suite 325
Santa Ana, CA 92705
714-550-1050
FAX 714-550-1043
Attn: Adel Zibara

News Financial & Insurance Services, Inc.
760 North Euclid Street, Suite 202
Anaheim, CA 92707
714-520-3070

NEK Insurance, Inc.
11481 San Pablo Ave.
P.O. Box 809
El Cerrito, CA 94530
800-367-6354
FAX 510-235-3522

Regional Center of Orange County (RCOC), in providing this list by no means endorses these specific agencies.
This list is a resource of potential providers that are currently being utilized by other vendors.

This is only a sample

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		7/31/2009	7/31/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Abuse/Molestation		7/31/2009	7/31/2010	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Facility is located at:

 Certificate holder is named as an additional insured with respects to liability

 *Except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER Regional Center of Orange County P.O. Box 22010 Santa Ana, CA 92702-2010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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October 12, 2018

To: All Service Providers

Re: Certificate of Insurance Requirements

This is to notify you that effective December 1, 2018, the Regional Center of Orange County (RCOC) will only accept Certificates of Insurance (COI) with policy endorsements from insurance brokers/producers. RCOC will not accept COIs that are submitted to RCOC by vendors.

All COI's must include the following information and coverage:

1. Tax Name and Vendor Name (if not the same as tax name)
 - a. If more than one vendor name, all vendor names must be listed.
2. Business Site Address
 - a. Post Office boxes will not be accepted.
 - b. If vendored for more than one site, all sites must be listed.
3. General Liability
4. Professional Liability
5. Automobile Liability (when applicable)
6. Sexual Abuse and Molestation Liability
7. RCOC Listed as an Additional Insured
8. Policy Endorsements

To ensure that all required information is submitted, RCOC recommends that you give a copy of this letter to your insurance broker/producer. The COI can be submitted to RCOC by your insurance broker/producer via mail, fax, or email to:

Mail: Regional Center of Orange County
Attention: Vendorization
P.O. Box 22010
Santa Ana, CA 92702-2010

Fax: (714) 796-5200

Email: coi@rcocdd.com

If you have questions regarding RCOC's insurance requirements, you may contact:

Alpha A-L	Miriam Rodriguez	Phone: (714) 796-5241
Alpha M-Z	Victoria Castillo	Phone: (714) 796-5250