



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

August 28, 2018

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 18-00667

RE: Consider recommendations regarding an agreement with Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County for Emergency Child Care Bridge Program for Foster Children, as follows:

- a) Approve and authorize the Chair to execute an Agreement with Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County (local vendor) to provide Emergency Child Care Bridge Program for Foster Children for a total contract amount not to exceed \$199,263.00 for the period of September 1, 2018 through June 30, 2019; and
- b) Determine that the execution of the Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15061 (b) (3), finding that the execution of the Agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activities are not subject to CEQA.

A motion was made by Supervisor Wolf, seconded by Supervisor Lavagnino, that this matter be Acted on as follows:

- a) Approved and authorized; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

ATTACHMENT 1

**Agreement for Emergency Child Care Bridge Program for Foster Children with
Children's Resource and Referral of Santa Barbara County**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County with an address at 705 E. Main Street, Suite 101, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Noel Lossing at phone number (805) 737-6019 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michelle Graham, Executive Director at phone number (805) 925-6701 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by email, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Noel Lossing, M.A., Division Chief
Department of Social Services
1100 W. Laurel Avenue
Lompoc, CA 93436
n.lossing@sbcsocialserv.org
FAX: (805) 737-7098

To CONTRACTOR: Jacqui Banta, Program Director of Santa Barbara County
Children's Resource and Referral
705 E. Main Street, Suite 101, Santa Maria, CA 93454
EMAIL: jbanta@sbfcc.org
FAX: (805) 925-3768

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on **September 1, 2018** and end performance upon completion, but no later than **June 30, 2019** unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid

taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by

COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 or 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 376 and 31 U.S.C. 3321.)

37. SUBAWARD

CONTRACTOR shall comply with the requirements of 2 CFR Part 300, which are hereby incorporated by reference in this Agreement.

38. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

40. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).


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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 8/28/19

RECOMMENDED FOR APPROVAL:

Department of Social Services

By:  for P.N.
Department Head

CONTRACTOR:

Santa Barbara Family Care Center dba
Children's Resource and Referral of
Santa Barbara County

By:  on behalf of
Authorized Representative

Name: Michelle Graham

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management


By: 
Risk Management

EXHIBIT A

SCOPE OF SERVICES

I. BACKGROUND

This contract shall provide emergency child care bridge program (ECCBP) services for children ages 0-5 placed on an emergency basis or placed for a compelling reason by the County. At the discretion of the County and based on available funding, child care may be provided to children up to age 12; child care services may also be available to licensed foster family homes or certified family homes, and to parents under the jurisdiction of juvenile court, including, but not limited to, non-minor dependent parents who have their children placed with them.

The ECCBP consists of three main components which include Emergency Child Care Bridge Voucher payment, Child Care Navigator Services, and Trauma-informed Care Training and Coaching. Emergency time-limited child care vouchers are subsidies that follow the child(ren) allowing for child care reimbursement for the foster care program, which are provided for up to six (6) months for child care services. Child Care Navigator Services assists families with finding a child care provider, securing a subsidized child care placement if eligible, completing necessary applications, and developing a plan for long-term child care in compliance with Senate Bill 89 and All County Letter 18-73. Trauma-informed Care Training includes, but is not limited to, infant and toddler development and research-based trauma-informed best care practices as well as access to coaching to assist them in applying trauma curriculum and learning strategies working with children in foster care.

II. DUTIES AND RESPONSIBILITIES

A. COUNTY shall:

1. Determine ECCBP family eligibility for foster care children. Approved ECCBP families are defined as relative, non-related extended family members (NREFM), resource or parents under the jurisdiction of the juvenile court. Approved ECCBP families must meet the County program criteria listed under (a) to (e) below:
 - a. Children age 0-5 placed on an emergency basis with a relative or NREFM;
 - b. Children ages 0-5 placed for a compelling reason with a relative or NREFM;
 - c. Children up to age 12; placed on an emergency basis with relatives or NREFM;

- d. Children age 0-5 placed on an emergency basis with approved resource families; or
 - e. Parents under the jurisdiction of the juvenile court who require child care to meet reunification requirements.
2. Establish local priorities and program parameters for children accessing ECCBP to increase foster children placement stability with eligible families.
 3. COUNTY representative shall complete the Child Care Bridge (CCB) Referral form to include Emergency Child Care Bridge Voucher payment amount for approved ECCBP families and submit to CONTRACTOR. (Voucher amount is determined based on age of child, child care hours and Regional Market Rate (RMR)).
 4. Coordinate with CONTRACTOR on the implementation of the Child Care Navigator Services for families eligible for a monthly Emergency Child Care Bridge Voucher payment, and other eligible children referred for Child Care Navigation Services. Child Care Navigation Services shall not be contingent upon a child's receipt of the Emergency Child Care Bridge Voucher.
 5. Work with CONTRACTOR to administer the Emergency Child Care Bridge Voucher payment.
 6. Ensure the Emergency Child Care Bridge Voucher payment is in an amount commensurate with the RMR ceiling payment rates, established by the state.
 7. Collect and submit monthly data and outcomes to California Department of Social Services used on the Quarterly Status Report CCB 18 as provided in EXHIBIT C.

B. CONTRACTOR shall:

i. Emergency Child Care Bridge Voucher

1. Receive the referrals for approved ECCBP families who are working or in school, and have no other low-cost child care alternatives available.
2. Distribute Emergency Child Care Bridge Voucher directly to the child care provider. Emergency Child Care Bridge Voucher payments shall not exceed the amount determined by COUNTY. CONTRACTOR shall ensure that Emergency Child Care Bridge Voucher payments will not exceed the designated voucher amount set forth in EXHIBIT B-1.

3. Child care providers shall be paid at their pre-approved standard rate, not to exceed RMR ceilings for subsidized child care payment rates.
4. Mail and process attendance record/billing invoices:
 - a. CONTRACTOR shall mail monthly attendance record to child care provider for completion.
 - b. CONTRACTOR shall ensure that signatures from the approved ECCBP families) and the child care provider are on the attendance record.
 - c. Attendance record shall be the child care providers' billing invoice.
 - d. Payment shall be calculated and issued directly by the CONTRACTOR to child care provider(s) on a monthly basis.
 - e. CONTRACTOR shall issue all child care providers earning at least \$600 in voucher payments an IRS tax Form 1099 annually. Emergency Child Care Bridge Voucher shall be issued based on available funding.
5. Emergency Child Care Bridge Voucher will be for a period up to six (6) months per eligible family. With the written pre-approval of the County, the Emergency Child Care Bridge Vouchers may be extended on a case-by-case basis, not to extend beyond a maximum 12-month period and subject to funding availability.
 - a. CONTRACTOR shall contact eligible families by phone upon receipt of COUNTY authorization to extend the Emergency Child Care Bridge Vouchers.
 - b. CONTRACTOR shall notify approved families and child care provider of eligibility to ECCBP program and the voucher amount via the Notice of Action approval forms.

ii. Child Care Navigator

1. Assist approved ECCBP families, child welfare worker, probation office and other family team members with finding child care providers who will meet the needs of the child(ren) by contacting the families to understand the needs of the child(ren) in their care and providing lists of available child care providers (by email or mail).
2. Assist the approved ECCBP family in identifying potential opportunities for ongoing child care subsidy, if applicable.
3. Connect the approved ECCBP family to information and resources about school readiness and child care to empower families and improve their

ability to access resources and make informed decisions about child care needs of the child(ren).

4. Develop an overall, long-term child care plan for the child(ren) of the approved ECCBP family, including plans, where possible to minimize child care transitions or disruptions for the child.

iii. Trauma-informed Care Training and Coaching

1. Coordinate and provide Trauma-informed Care Training curriculum developed by The California Child Care Resource and Referral Network (R&R Network) for all interested child care providers in Santa Barbara County.
 - a. Provide trauma-informed training to Santa Barbara County child care providers and staff including license-exempt providers, licensed family child care providers, and licensed child care staff as provided in Section IV.C and IV.D.
 - b. Training shall include, at a minimum, infant and toddler development and research based trauma-informed best care practices.
2. Provide outreach (via phone calls, emails, flyers or brochures) to Santa Barbara County child care providers who are serving children (who as a priority receive ECCBP funding) to encourage these child care providers to access trauma-informed training.
3. Offer Santa Barbara County child care providers coaching to assist them in applying the Trauma-informed Care Training curriculum and learning strategies for working with children in foster care.

III. REPORTING REQUIREMENTS/BILLING INVOICES

- A. Monthly CONTRACTOR shall provide the COUNTY with an invoice identifying the amount of funds used for each of the services below:
 - i. Emergency Child Care Bridge Voucher;
 - ii. Child Care Navigator Services; and
 - iii. Trauma-informed Child Care Training.
- B. Complete and submit the Quarterly Status Report CCB 18 to the COUNTY as provided in EXHIBIT C on a monthly basis by the 15th of the month following the report month.

IV. PERFORMANCE MEASURES/OUTCOMES

- b. CONTRACTOR shall serve all Child Welfare Services (CWS) families referred for EBBCP services. Every effort shall be made to serve referrals received during the funding period.
- c. CONTRACTOR shall provide Child Care Navigator Services to a minimum of 15 referred CWS children.
- d. CONTRACTOR shall provide at a minimum four (4) Trauma-informed Child Care Training group sessions for all interested child care providers in Santa Barbara County , including follow-up and one-on-one coaching at child care provider locations using curriculum provided by the R&R Network.
- e. CONTRACTOR shall offer Trauma-informed Child Care Training to a minimum of 45 child care programs including license-exempt providers, licensed family child care providers, and licensed child care staff.
- f. CONTRACTOR will provide monthly invoices to the COUNTY by the 15th of the month following the provision of services.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed in total \$ 199,263. CONTRACTOR shall not exceed the line item amounts identified within each program as set forth in **EXHIBIT B-1**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. On the 15th of the month following the provision of services, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B-1
LINE ITEM BUDGET**

Term beginning: September 1, 2018

Term ending: June 30, 2019

<u>PROGRAM LINE ITEM</u>	<u>Voucher</u>	<u>Navigator</u>	<u>Trauma</u>	<u>TOTAL</u>
PERSONNEL COSTS				
Child Care Services Specilaist (.75 FTE)		23,400		23,400
Trauma Informed Care Training/Coaching (.35 FTE)			10,980	10,980
Children Services Manager (.10 FTE)		6,500	3,050	9,550
Taxes and Fringe Benefits		5,382	2,525	7,907
TOTAL PERSONNEL COSTS		35,282	16,555	51,837
NON-PERSONNEL OPERATION COSTS				
Mileage		1,400	800	2,200
Out of County Travel			400	400
Participant Payments	131,774			131,774
Rent		1,050		1,050
Utilities		150		150
Program Office/ IT Supplies		1,400	500	1,900
Staff Training			750	750
TOTAL NON-PERSONNEL OPERATIONS COSTS	131,774	4,000	2,450	138,224
TOTAL DIRECT COSTS	131,774	39,282	19,005	190,061
OTHER				
Indirect @ 15% max	-	6,521	2,681	9,202
TOTAL OTHER COSTS	-	6,521	2,681	9,202
TOTAL PROGRAM COSTS	131,774	45,803	21,686	199,263

**EXHIBIT C
QUARTERLY STATUS REPORT CCB 18**

STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
DATA SYSTEMS AND SURVEY DESIGN BUREAU

**Emergency Child Care Bridge Program for Foster Children (Bridge Program)
Quarterly Status Report
CCB 18**

DOWNLOAD REPORT FORM FROM:
<http://www.cdss.ca.gov/inforesources/Research-and-Data/DSSDB>
E-MAIL COMPLETED REPORT FORM TO:
admCCB18@dss.ca.gov

Please keep the file in .xlsm or .xls extensions.

COUNTY NAME	VERSION	REPORT QUARTER	REPORT YEAR
Select County Name	Initial	Select Quarter	Select Year
PART A. FAMILY VOUCHERS/PAYMENTS	Month 1	Month 2	Month 3
1. Families issued Bridge Program voucher	1	2	3
2. Of the families in Item 1, those issued Bridge Program vouchers for the first time	4	5	6
PART B. CHILDREN VOUCHERS/PAYMENTS	Month 1	Month 2	Month 3
3. Length of time a child was in a foster care placement prior to the determination of eligibility for a Bridge Program voucher			
a. Less than 30 days	7 0	8 0	9 0
1. 0-2 years of age	10	11	12
2. 3-5 years of age	13	14	15
3. 6-12 years of age	16	17	18
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	19	20	21
b. 30 days or more, but less than 90 days	22 0	23 0	24 0
1. 0-2 years of age	25	26	27
2. 3-5 years of age	28	29	30
3. 6-12 years of age	31	32	33
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	34	35	36
c. 90 days or more, but less than 180 days	37 0	38 0	39 0
1. 0-2 years of age	40	41	42
2. 3-5 years of age	43	44	45
3. 6-12 years of age	46	47	48
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	49	50	51
d. 180 days or more, but less than 270 days	52 0	53 0	54 0
1. 0-2 years of age	55	56	57
2. 3-5 years of age	58	59	60
3. 6-12 years of age	61	62	63
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	64	65	66
e. 270 days or more	67 0	68 0	69 0
1. 0-2 years of age	70	71	72
2. 3-5 years of age	73	74	75
3. 6-12 years of age	76	77	78
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	79	80	81
4. Length of time from when the child was determined eligible for a Bridge Program voucher to the child's first day in selected child care setting:			
a. 1-7 days	82 0	83 0	84 0
1. 0-2 years of age	85	86	87
2. 3-5 years of age	88	89	90
3. 6-12 years of age	91	92	93
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	94	95	96
b. 8-14 days	97 0	98 0	99 0
1. 0-2 years of age	100	101	102
2. 3-5 years of age	103	104	105
3. 6-12 years of age	106	107	108
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	109	110	111
c. 15-21 days (Explain in Item 4c Explanation box)	112 0	113 0	114 0
1. 0-2 years of age	115	116	117
2. 3-5 years of age	118	119	120
3. 6-12 years of age	121	122	123
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	124	125	126
d. Over 21 days (Explain in Item 4d Explanation box)	127 0	128 0	129 0

1. 0-2 years of age	130		131		132	
2. 3-5 years of age	133		134		135	
3. 6-12 years of age	136		137		138	
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	139		140		141	
5. Children receiving child care with a Bridge Program voucher	142	0	143	0	144	0
a. 0-2 years of age	145		146		147	
b. 3-5 years of age	148		149		150	
c. 6-12 years of age	151		152		153	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	154		155		156	
6. Children receiving child care with a Bridge Program voucher for the first time per foster placement	157	0	158	0	159	0
a. 0-2 years of age	160		161		162	
b. 3-5 years of age	163		164		165	
c. 6-12 years of age	166		167		168	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	169		170		171	
7. Children receiving Bridge Program vouchers in the following type of placement:	172	0	173	0	174	0
a. Resource Family	175		176		177	
b. Emergency Placement or Compelling Reason	178		179		180	
c. Certified Family Home or Licensed Foster Family Home	181		182		183	
d. Approved Relative or Non-Relative Extended Family Member	184		185		186	
e. Parenting Youth under Jurisdiction of Juvenile Court	187		188		189	
8. Children that experienced a foster placement change while receiving a Bridge Program voucher	190	0	191	0	192	0
a. 0-2 years of age	193		194		195	
b. 3-5 years of age	196		197		198	
c. 6-12 years of age	199		200		201	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	202		203		204	
9. Children using a Bridge Program voucher in the following type of child care settings:	205	0	206	0	207	0
a. Child Care Center	208		209		210	
b. Family Child Care Home	211		212		213	
c. License-Exempt Child Care Provider/Program	214		215		216	
10. Children that transitioned from the Bridge Program to other subsidized child care	217	0	218	0	219	0
a. 0-2 years of age	220		221		222	
b. 3-5 years of age	223		224		225	
c. 6-12 years of age	226		227		228	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	229		230		231	
11. Children that transitioned from the Bridge Program to non-subsidized child care	232	0	233	0	234	0
a. 0-2 years of age	235		236		237	
b. 3-5 years of age	238		239		240	
c. 6-12 years of age	241		242		243	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	244		245		246	
12. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 6 months	247	0	248	0	249	0
a. 0-2 years of age	250		251		252	
b. 3-5 years of age	253		254		255	
c. 6-12 years of age	256		257		258	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	259		260		261	
13. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 12 months	262	0	263	0	264	0
a. 0-2 years of age	265		266		267	
b. 3-5 years of age	268		269		270	
c. 6-12 years of age	271		272		273	
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	274		275		276	
14. Length of time child received a Bridge Program voucher:						
a. Less than 90 days	277	0	278	0	279	0
1. 0-2 years of age	280		281		282	
2. 3-5 years of age	283		284		285	

3. 6-12 years of age	286		287		288
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	289		290		291
b. 90 days or more, but less than 180 days	292	0	293	0	294
1. 0-2 years of age	295		296		297
2. 3-5 years of age	298		299		300
3. 6-12 years of age	301		302		303
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	304		305		306
c. 180 days or more, but less than 270 days	307	0	308	0	309
1. 0-2 years of age	310		311		312
2. 3-5 years of age	313		314		315
3. 6-12 years of age	316		317		318
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	319		320		321
d. 270 days or more	322	0	323	0	324
1. 0-2 years of age	325		326		327
2. 3-5 years of age	328		329		330
3. 6-12 years of age	331		332		333
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	334		335		336
PART C. CHILD CARE NAVIGATOR			Month 1		Month 2
15. Bridge Program eligible families referred to child care navigators	337		338		339
16. Of the families in Item 15, those served by child care navigators	340		341		342
17. Families receiving Bridge Program vouchers served by child care navigators	343		344		345
PART D. TRAUMA-INFORMED TRAINING			Month 1		Month 2
18. Trauma-informed care trainings	346		347		348
19. Child care providers that attended trauma-informed care trainings	349		350		351
20. Coaching sessions	352		353		354
21. Child care providers that received coaching sessions	355		356		357
COMMENTS					
General Comments					
Item 4c Explanation (Complete if any cell in Item 4c is not 0)					
Item 4d Explanation (Complete if any cell in Item 4d is not 0)					
Revised Report Explanation (Complete if Revised is selected. If Initial is selected this box remains blank)					
CONTACT PERSON		TELEPHONE		EXTENSION	
JOB TITLE/CLASSIFICATION		E-MAIL			
SUPERVISOR		TELEPHONE		EXTENSION	
JOB TITLE/CLASSIFICATION		E-MAIL			
Please enter the date you are E-MAILING the report.					DATE SUBMITTED

EXHIBIT D

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.