

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 Medical Doctors Associates with an address at 4775 Peachtree Industrial Blvd., Ste. 300, Berkeley Lake, Georgia 30092 (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

Dana Gamble at phone number (805) 681-5171 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Frank Phillips at phone number (800) 734-7435 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 personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Dana Gamble, Assistant Deputy Director
Santa Barbara County Public Health
300 San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Frank Phillips, President
Medical Doctors Associates
4775 Peachtree Industrial Blvd., Ste. 300
Berkeley Lake, GA 30092

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 May 15, 2016 and end performance upon completion, but no later than June 30, 2018 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 and the professional staff subcontracted by CONTRACTOR represent that they have the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR and the professional staff subcontracted by 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 and the professional staff subcontracted by CONTRACTOR deliver to COUNTY pursuant to this Agreement, shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession and/or the profession of the professional staff subcontracted by CONTRACTOR. CONTRACTOR and the professional staff subcontracted by CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. CONTRACTOR and the professional staff subcontracted by CONTRACTOR shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at CONTRACTOR's own expense.

COUNTY may not modify or in any way alter the self-employment agreement entered into by Professionals and CONTRACTOR, including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours of commitments. Any adjustment requests must be submitted directly to CONTRACTOR in writing.

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 C 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. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, CONTRACTOR shall cooperate with COUNTY in making available necessary witnesses for court hearings and trials, including CONTRACTOR'S staff or contracted Professionals that have provided treatment to a client referred by COUNTY who is the subject of a court proceeding. COUNTY shall issue subpoenas for the required witnesses upon request of the CONTRACTOR.

35. PRIOR AGREEMENTS

Upon execution, this Agreement supersedes all prior Public Health Department Services agreements between COUNTY and CONTRACTOR.

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 this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

37. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

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

- a. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - i. 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.
 - ii. 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 or she 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.

39. 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).

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Medical Doctors Associates.


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

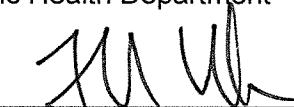
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 6-21-16

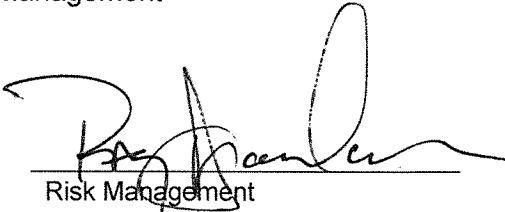
RECOMMENDED FOR APPROVAL:

Takaski Wada, M.D., MPH
Director/Health Officer
Public Health Department

By: 
Department Head

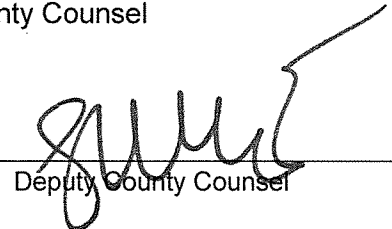
APPROVED AS TO FORM:

Risk Management

By: 
Risk Management


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

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Medical Doctors Associates.

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

Medical Doctors Associates

By: Anne B. Anderson
Authorized Representative

Name: Anne B. Anderson

Title: Executive Vice President

EXHIBIT A

STATEMENT OF WORK

I. DEFINITIONS

- A. "Accept" shall mean when County has verified a referred candidate's background as suitable for a particular assignment and informs Contractor of County's wish to hire that candidate for an Assignment.
- B. "Assignment" shall mean County's offer of a position of responsibility with the County to a Professional, effective after all credentialing and background checks are completed, for a minimum of two weeks as set forth in Contractor's Assignment confirmation letter signed by County.
- C. "Professionals" shall mean Contractor-referred candidates meeting County's qualifications for any or all positions set forth in Section VI, below.
- D. "Refer"/"Referral" shall mean Contractor's presentation of Professional candidates to County for consideration, to fill a particular assignment request by County, in accordance with Section 2.B below.

II. DESCRIPTION OF SERVICES.

- A. CONTRACTOR shall, upon request of COUNTY, use best efforts to refer Professionals to meet COUNTY's temporary staffing requirements. CONTRACTOR's duty to make referrals hereunder is subject to the availability of Professionals.
- B. CONTRACTOR will seek Professionals for COUNTY who meet the qualifications, experience, and requirements set forth in writing by COUNTY and provided to CONTRACTOR. COUNTY will provide CONTRACTOR with copies of job descriptions applicable to the Professionals requested. COUNTY shall have the right to conduct an interview with each Professional referred to COUNTY within five (5) business days from the time CONTRACTOR submits Professional's application to COUNTY. Furthermore, COUNTY shall have the right to reject any referred Professional if in its sole discretion COUNTY does not believe the referred professional meets its specifications.
- C. COUNTY shall assume responsibility for local housing and the cost of travel to and from Professional's point of origin for each Professional accepted by COUNTY unless Professional is dismissed under Exhibit A, Section IX for which case COUNTY shall not be responsible for return trip costs.
- D. CONTRACTOR shall assist COUNTY in obtaining required documentation necessary for applying for hospital privileges for Professional, if required.
- E. COUNTY further understands that any Professional presented by CONTRACTOR is an independent contractor, and is not an employee of CONTRACTOR.
- F. Under the direction of the County Public Health Department (PHD) Medical Director or designated Supervising Physician, Professional accepted by COUNTY shall perform the following duties, as further detailed in the Job Description:

1. **HOSPITAL CARE** is not included as part of this Agreement.
2. **CLINIC CARE** shall be defined as:
 - i. Attend and staff contracted and/or substituted hours at designated COUNTY Health Care Centers;
 - ii. Follow up on consultations as ordered by the professional;
 - iii. Document the patient visit in the electronic health record (EHR);
 - iv. Ensure accurate and complete medical service information in the PHD EHR by the end of each worked day to facilitate utilization review and appropriate third party payer billing; and
 - v. Provide consultation to COUNTY providers.
3. **ADMINISTRATIVE DUTIES** shall be defined as:
 - i. Remain current on policies and procedures relative to the practice of Professional's designated specialty for the COUNTY PHD Assignment under this Agreement;
 - ii. Coordinate with the PHD Health Center Administrator and PHD Medical Director in the implementation and review of new policies;
 - iii. Actively participate in peer review and medical quality improvement activities;
 - iv. Attend medical and/or staff meetings, as requested by the Health Center Administrator;
 - v. Complete a one-time training in Prevention of Fraud and Waste as per existing federal regulations (to be provided by the COUNTY);
 - vi. Review the Public Health Department Compliance Program Plan, Code of Ethics and Risk Plan (<http://cosb.countyofsb.org/phd/phdcompliance.aspx>). Adhere to the policies and procedures as outlined in these Plan elements at all times under the terms of this agreement;
4. CONTRACTOR shall conduct regular and frequent reviews of all clinical, support staff and any subcontractors providing services to PHD under this Agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists;
5. CONTRACTOR or any CONTRACTOR staff or CONTRACTOR subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement nor shall the cost of such staff be claimed to CMS or PHD.
6. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR becomes excluded or debarred from federal and state program participation as described above;

7. Utilize COUNTY's Electronic Health Record (EHR). May require participation in training for system use, input into workflow processes and adherence to performance objectives of the system;
8. If applicable, partner with the COUNTY to register all Professionals assigned to COUNTY under this Agreement with the Centers for Medicare & Medicaid Services (CMS) as an eligible professional; and
9. If requested by COUNTY, assist COUNTY staff in collecting and attesting to data for services Professionals have provided in the Agreement period in order for COUNTY to demonstrate participation in the Federal Meaningful Use Program.

III. ACCEPTANCE OF SERVICES.

- A. COUNTY's Designated Representative or designee shall review and approve biweekly time records of Professional(s) on a form provided by CONTRACTOR or equivalent form provided by the COUNTY. COUNTY must account for all hours including, but not limited to, approved time off, unplanned absences, etc.
- B. COUNTY's approval of such time records (including, but not limited to, costs of any applicable overtime rates) shall be evidenced by both COUNTY's signature and signature of Professional(s) thereon and such approval shall constitute acceptance of the work performed by Professional(s) and COUNTY's agreement to pay CONTRACTOR according to the terms stated herein.
- C. All adjustments to time records must be submitted in writing prior to the completion of the Assignment.

IV. LENGTH OF ASSIGNMENT.

- A. CONTRACTOR will provide Professionals based on COUNTY's staffing needs for contractual assignments of a minimum of two (2) weeks in duration (the "Assignment").
- B. COUNTY may extend the length of the Assignment by such periods as may be mutually agreed to by CONTRACTOR and the affected Professional.

V. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.

- A. Subject to the termination and right of dismissal provisions of this Agreement, COUNTY agrees to accept the Professional for the entire Assignment and any extensions thereof through CONTRACTOR if the Professional's complete written profile is submitted by CONTRACTOR to the COUNTY before any other agency submits a profile to the COUNTY for the same Professional.
- B. Should any Professional introduced by CONTRACTOR remain independently with COUNTY or with any entity controlled by or in control of COUNTY, or for which placement COUNTY receives consideration, COUNTY agrees to pay CONTRACTOR a placement fee of \$20,000. This fee will be payable to CONTRACTOR prior to Professional's first day of permanent employment. Placement fee requirement shall survive the termination of this agreement to remain in effect for 24 months following either a) first introduction of Professional to County or b) Professional's last day of CONTRACTOR's assignment with the Public Health Department, whichever is greater.

VI. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. CONTRACTOR will provide COUNTY with background information on each referred Professional as specified in Exhibit A-1 and including: i) a completed application, ii) license query with the CA Medical Board, iii) query HHS-OIG Fraud Prevention and Detection; iv) CONTRACTOR self-assessment skills inventory; v) background fingerprint check for record of past criminal record; and vi) references, prior to commencement of the Assignment.
- B. All Professionals referred by CONTRACTOR shall be appropriately licensed and/or certified to practice in that profession in California.
- C. Each Professional referred by CONTRACTOR shall possess a minimum of one (1) year of full-time experience in an outpatient multi-specialty medical practice, unless otherwise agreed upon between CONTRACTOR and COUNTY.
- D. Each Professional referred shall possess a current CPR certificate and shall present said certificate to COUNTY upon request at time of commencement of the Assignment.
- E. Each Professional referred shall have a negative tuberculin skin test or negative chest x-ray.
- F. COUNTY shall process and approve Professional's application in accordance with COUNTY's policies and applicable accrediting organizations.

VII. SUBSTITUTION OF PROFESSIONALS.

If the services of any Professional providing services under this Agreement are terminated and COUNTY requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then CONTRACTOR hereby agrees to make reasonable efforts to locate substitute Professional(s).

VIII. NOTIFICATION.

CONTRACTOR will notify COUNTY immediately in the event of: any known complaints against licensed staff; any restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges being restricted at a hospital; any legal suits being initiated specific to CONTRACTOR's practice; any criminal investigation of CONTRACTOR that is initiated; or any other action being instituted which affects CONTRACTOR's license or practice (for example, sexual harassment accusations).

IX. ADDITIONAL REQUIREMENTS.

- A. If determined necessary by a Conservator, Professionals shall be required to appear for testimony for court and jury trials for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
- B. Professionals shall provide services in accordance with all applicable provisions of the policies pursuant to the requirements of the County Department of Public Health policies.

X. NON-CAUSE TERMINATIONS.

COUNTY agrees to pay CONTRACTOR any remaining transportation expenses (e.g. round-trip transportation to Professional's location at time of assignment) if County terminates this Agreement for convenience pursuant to this Agreement.

XI. RIGHT TO DISMISS.

County may request the dismissal of any Professional for any reason. Notwithstanding Exhibit A, Sections I.C. and VII, County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor for hours worked if a Professional is dismissed without cause. If County desires to terminate the Assignment of a Professional for documented clinical competence issues and unprofessional conduct ("Cause"), County may remove such Professional from the Assignment. Upon any such termination of Assignment for cause, County shall pay all Assignment Fees earned by Contractor and the terminated Professional, as the case may be, through the effective date of such termination.

XII. CONFIDENTIALITY.

Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable) and Section 22 and 33 of the Agreement. Patient records must comply with all appropriate State and Federal requirements.

XIII. DOCUMENTATION.

- A. Contractor shall direct Professional staff shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Contract, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. Contractor shall also that Professional's references provide feedback on the quality of Professional's past medical records documentation and that any deficiencies should be noted therein in order to be brought to the attention of County.
- B. County shall provide training to Professionals on documentation within seven days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation.

EXHIBIT A – 1

CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All independent contract Professionals must meet the following requirements, as verified by CONTRACTOR:

- I. **Credentialing and Privileging.** Any locum tenen must be credentialed and privileged as per PHD policies within 90 days of engagement and must remain in good standing throughout the period
- II. **Drugscreen.** Proof of a negative drugscreen is required prior to association with CONTRACTOR and annually thereafter if Professional is continually associated with CONTRACTOR. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- III. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with CONTRACTOR. CONTRACTOR's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to COUNTY for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the COUNTY.
- IV. **Physical.** Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. COUNTY, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
- V. **Tuberculosis (TB) Test.** Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.
- VI. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- VII. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- VIII. **Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
- IX. **Certificates/Licenses.** Provide to PHD Administration, a current copy of the physician's Drug Enforcement Agency (DEA) certificate, physician's license and other necessary documentation to enable linking of Professional to PHD practice.

EXHIBIT B

FINANCIAL PROVISIONS

1. **Contract Maximum.** For services to be rendered under this contract, CONTRACTOR shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1),
2. **Payment.** Payment for services shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A and B-1 as determined by COUNTY. CONTRACTOR shall submit to the COUNTY Designated Representative a biweekly invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the Contract Number, services performed, rate being charged, total charges and contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The 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 presentation of invoice.
3. **COUNTY's Designated Representative:**

Santa Barbara County
Public Health Department
Attn: Accounts Payable
300 N. San Antonio Road, Building 1, 2nd Floor
Santa Barbara, CA 93110
4. 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.
5. **Third Party Billing.** CONTRACTOR shall require that Professionals do not bill patient, Medi-Cal or other health insurance for services which CONTRACTOR bills to the COUNTY.
6. CONTRACTOR does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes for Professionals because the Professionals are independent CONTRACTORS.

EXHIBIT B – 1

**Santa Barbara County
RATE SHEET FOR SPECIALTY SERVICES**

MEDICAL DOCTOR ASSOCIATES
July 1, 2016 to June 30th, 2016
 2% Increase July 1, 2016 to June 30, 2017
 2% Increase July 1, 2017 to June 30, 2018

**RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES
HOUSING IS PAID FOR BY CLIENT**

	Beeper	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Holiday/ Premium	24 Hour Call (includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Permanent Placement Fee
Family Practice 0-8 hrs: OT after 5pm	\$275.40	\$ 1,387.20	\$ 275.40	\$ 2,080.80	\$ 1,387.20	\$ 26,520.00
Family Practice 0-9 hrs, OT after 6pm	\$275.40	\$ 1,560.60	\$ 275.40	\$ 2,475.54	\$ 1,560.60	\$ 26,520.00
Family Practice 0-10 hrs: OT after 7pm	\$275.40	\$ 1,734.00	\$ 275.40	\$ 2,750.18	\$ 1,734.00	\$ 26,520.00
Internal Medicine 0-8 hrs, OT after 5pm	\$281.52	\$ 1,436.16	\$ 281.52	\$ 2,154.24	\$ 1,436.16	\$ 26,520.00
Internal Medicine 0-9 hrs, OT after 6pm	\$281.52	\$ 1,615.68	\$ 281.52	\$ 2,475.54	\$ 1,650.11	\$ 26,520.00
Internal Medicine 0-10 hrs, OT after 7pm	\$281.52	\$ 1,795.20	\$ 281.52	\$ 2,692.80	\$ 1,833.45	\$ 26,520.00
Nurse Practitioner 0-8 hrs, OT after 5pm	\$226.44	\$ 991.44	\$ 226.44	\$ 1,487.16	\$ 991.44	\$ 20,400.00
Physician Assistants 0-8 hrs.OT after 5pm	\$226.44	\$ 991.44	\$ 226.44	\$ 1,487.16	\$ 991.44	\$ 20,400.00
Family Practice with OB 0-8 hrs , OT after 5pm	\$280.50	\$ 2,034.90	\$ 335.58	\$ 3,052.35	\$ 2,034.90	\$ 26,520.00
Obstetrics and Gynecology 0-9 hr day:OT after 6pm	\$280.50	\$ 2,034.90	\$ 335.58	\$ 3,052.35	\$ 2,034.90	\$ 30,600.00
Pediatrics 0-8 hrs: OT after 5pm	\$284.58	\$ 1,466.76	\$ 284.58	\$ 2,200.14	\$ 1,466.76	\$ 26,520.00
Pediatrics 0-9 hrs, OT after 6pm	\$284.58	\$ 1,650.11	\$ 284.58	\$ 2,475.54	\$ 1,650.11	\$ 26,520.00
Pediatrics 0-10 hrs: OT after 7pm	\$284.58	\$ 1,833.45	\$ 284.58	\$ 2,750.18	\$ 1,833.45	\$ 26,520.00
Pediatric Cardiology 0-8 hrs: OT after 5pm	\$280.50	\$ 2,480.64	\$ 280.50	\$ 3,720.96	\$ 2,480.64	\$ 36,720.00

San Diego County
RATE SHEET FOR SPECIALTY SERVICES

MEDICAL DOCTOR ASSOCIATES
 July 1, 2016 to June 30th, 2016
 2% increase July 1, 2016 to June 30, 2017
 2% increase July 1, 2017 to June 30, 2018

**RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES
 HOUSING IS PAID FOR BY CLIENT**

	Beeper	Daily (0 to 8 hr day unless otherwise specified)	OVERTIME HOURLY: OT after minimum hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Holiday/ Premium	24 Hour Call (includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Permanent Placement Fee
Family Practice 0-8 hrs: OT after 5pm	\$280.91	\$ 1,414.94	\$ 280.91	\$ 2,122.42	\$ 1,414.94	\$ 27,050.40
Family Practice 0-9 hrs, OT after 6pm	\$280.91	\$ 1,591.81	\$ 280.91	\$ 2,525.05	\$ 1,591.81	\$ 27,050.40
Family Practice 0-10 hrs: OT after 7pm	\$280.91	\$ 1,768.68	\$ 280.91	\$ 2,805.18	\$ 1,768.68	\$ 27,050.40
Internal Medicine 0-8 hrs, OT after 5pm	\$287.15	\$ 1,464.88	\$ 287.15	\$ 2,197.32	\$ 1,464.88	\$ 27,050.40
Internal Medicine 0-9 hrs, OT after 6pm	\$287.15	\$ 1,647.99	\$ 287.15	\$ 2,525.05	\$ 1,683.11	\$ 27,050.40
Internal Medicine 0-10 hrs, OT after 7pm	\$287.15	\$ 1,831.10	\$ 287.15	\$ 2,746.66	\$ 1,870.12	\$ 27,050.40
Nurse Practitioner 0-8 hrs, OT after 5pm	\$230.97	\$ 1,011.27	\$ 230.97	\$ 1,516.90	\$ 1,011.27	\$ 20,808.00
Physician Assistants 0-8 hrs, OT after 5pm	\$230.97	\$ 1,011.27	\$ 230.97	\$ 1,516.90	\$ 1,011.27	\$ 20,808.00
Family Practice with OB 0-8 hrs , OT after 5pm	\$286.11	\$ 2,075.60	\$ 342.29	\$ 3,113.40	\$ 2,075.60	\$ 27,050.40
Obstetrics and Gynecology 0-9 hr day:OT after 6pm	\$286.11	\$ 2,075.60	\$ 342.29	\$ 3,113.40	\$ 2,075.60	\$ 31,212.00
Pediatrics 0-8 hrs: OT after 5pm	\$290.27	\$ 1,496.10	\$ 290.27	\$ 2,244.14	\$ 1,496.10	\$ 27,050.40
Pediatrics 0-9 hrs, OT after 6pm	\$290.27	\$ 1,683.11	\$ 290.27	\$ 2,525.05	\$ 1,683.11	\$ 27,050.40
Pediatrics 0-10 hrs: OT after 7pm	\$290.27	\$ 1,870.12	\$ 290.27	\$ 2,805.18	\$ 1,870.12	\$ 27,050.40
Pediatric Cardiology 0-8 hrs: OT after 5pm	\$286.11	\$ 2,530.25	\$ 286.11	\$ 3,795.38	\$ 2,530.25	\$ 37,454.40

1. Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.

2. *We do not bill OT as time and a half on Holidays, only the daily rate.

Deposit: A deposit is due to CONTRACTOR upon acceptance of Professional in the amount of \$6200.00 to be applied toward Professional expenses. Deposit may be applied to the final invoice with COUNTY approval. COUNTY guarantees Professional a 40-hour work week during Assignment unless otherwise specified in Assignment confirmation letter. Mileage is to be reimbursed at the IRS allowable rate when Professional uses own car as appropriate. COUNTY agrees to provide, if necessary: Round trip transportation to point of origin and appropriate housing for Professional during Assignment.

Total Agreement not to exceed \$350,000 for the term of May 15, 2016 through June 30, 2018.

EXHIBIT C

Indemnification and Insurance Requirements (For MDA Contract 2016 06 08)

INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County, its officers, officials, employees or agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of Contractor. Contractor's indemnification obligation does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall promptly notify County in the event a medical malpractice claim arising out of or in connection with this Agreement becomes known to it. 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.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **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.
3. **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, \$3,000,000 aggregate (the "PL Insurance Policy").

Professionals placed at County facilities will only be covered under the PL Insurance Policy and will not be covered under Contractor's Commercial General Liability or Workers' Compensation policies.

B. Other Insurance Provisions

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

1. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
2. **Acceptability of Insurers** – Unless otherwise approved by the Santa Barbara County Risk Management Department, 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".

3. **Verification of Coverage** – Contractor shall furnish the County with a certificate of insurance evidencing the insurance coverage required hereunder prior to any Professional's assignment commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement.
4. **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.
5. **Subcontractors** – If applicable, Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
6. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Such policies must be maintained for at least three (3) years after termination or expiration of this Agreement.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement and executed by the parties.

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.