

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC \_\_\_\_\_

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 American Baptist Homes of the West dba Valle Verde Retirement Community, having its principal place of business at Santa Barbara, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Deputy Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Tim Wetzel (telephone number 8058834160) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
  - A. To County: Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110
  - To Contractor: Tim Wetzel, Executive Director  
American Baptist Homes of the West dba Valle Verde Retirement Community  
900 Calle De Los Amigos  
Santa Barbara, CA 93105
  - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
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 by **7/1/2012** and complete performance by **6/30/2013**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 14.

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5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Exhibit B, Section VI, after completing the increments identified in Exhibit B.
6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. 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 insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or 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 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. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, 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.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices.

## AGREEMENT

County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the expiration or termination of this Agreement.

12. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
  
13. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
  - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
  
  - B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
  
  - C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
  
  - D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.
  
14. **TERMINATION.**
  - A. **FOR CONVENIENCE.** Either Contractor or County may, for any reason, prior to the expiration of this Agreement, terminate this Agreement upon thirty (30) days notice in writing to the other.
  
  - B. **FOR CAUSE.** Upon a material breach of the Agreement by either Contractor or County, the other may terminate by written notice as specified in Section 2 NOTICES.

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- C. **WORK IN PROGRESS.** Unless otherwise directed in the notice of termination, all work under the Agreement must be immediately halted.
- D. **PAYMENT.** County will pay Contractor for services evident to, and performed to the satisfaction of, the Designee prior to the notice of termination. However, in no event will County pay Contractor any amount that exceeds the stated value of this Agreement, nor for profit on unperformed portions of service. Contractor must furnish to County, if requested, such financial information as County determines necessary to assess the reasonable value of any services Contractor may have performed prior to any termination. In the event of any dispute, County's conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which County may have in law or equity.
15. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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 amended or modified only by the written mutual consent of the parties hereto. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. The Board of Supervisors of the County of Santa Barbara must approve amendments and modifications. Each party waives its 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.
16. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
17. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
18. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
19. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties 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, now or hereafter existing at law or in equity or otherwise.
20. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any

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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 the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

21. **CALIFORNIA LAW.** 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.
22. **COMPLIANCE WITH LAW.** Contractor shall, at his 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 be 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.
23. **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.
24. **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. 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.
25. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart 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.
26. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
27. **AUTHORITY.** All 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 have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
28. **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.

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29. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior agreements between County and Contractor.

30. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

31. **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.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT B-1 – Schedule of Rates
- D. EXHIBIT C – Standard Indemnification and Insurance Provisions

**AGREEMENT**

Agreement for Services of Independent Contractor between the County of Santa Barbara and American Baptist Homes of the West dba Valle Verde Retirement Community.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No .  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

APPROVED AS TO FORM :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGER

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_



**AGREEMENT SUMMARY**

**BC** \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year ..... 12-13  
 D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) ..... 043  
 D3. Requisition Number..... N/A  
 D4. Department Name..... Alcohol, Drug, and Mental Health Services  
 D5. Contact Person ..... Christy Toma  
 D6. Telephone ..... (805) 681-4090

K1. Agreement Type (check one):                       Personal Service     Capital  
 K2. Brief Summary of Agreement Description/Purpose..... Meal service for PHF  
 K3. Original Agreement Amount..... \$120000  
 K4. Agreement Begin Date..... 7/1/2012  
 K5. Original Agreement End Date ..... 6/30/2013  
 K6. Amendment History (leave blank if no prior amendments).....

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :  
 B1. Is this a Board Agreement? (Yes/No)..... Yes  
 B2. Number of Workers Displaced (if any) ..... N/A  
 B3. Number of Competitive Bids (if any)..... N/A  
 B4. Lowest Bid Amount (if bid) ..... N/A  
 B5. If Board waived bids, show Agenda Date..... N/A  
     and Agenda Item Number .....  
 B7. Boilerplate Agreement Text Unaffected? (Yes / or cite Paragraph) ... No

F1. Encumbrance Transaction Code..... 1701  
 F2. Current Year Encumbrance Amount ..... \$120000  
 F3. Fund Number ..... 0044  
 F4. Department Number..... 043  
 F5. Division Number (if applicable) ..... N/A  
 F6. Account Number ..... 7060  
 F7. Cost Center number (if applicable) ..... 3500  
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing).....  
 V2. Payee/Contractor Name ..... American Baptist Homes of the West dba Valle Verde Retirement Community  
 V3. Mailing Address ..... 900 Calle De Los Amigos  
 V4. City State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93105  
 V5. Telephone Number ..... 8058834160  
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....  
 V7. Contact Person..... Tim Wetzel  
 V8. Workers Comp Insurance Expiration Date ..... 10/1/2012  
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... G 1/1/2013 P  
 V10. Professional License Number..... /N/A  
 V11. Verified by (name of County staff) ..... Erin Jeffery  
 V12. Company Type (Check one):                       individual                       Sole Proprietorship                       Partnership                       Corporation

**I certify** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

#### RECITALS

**WHEREAS**, American Baptist Homes of the West (ABHOW) is a provider of housing, health care and supportive services to seniors and owns a continuing care retirement community in Santa Barbara, California known as Valle Verde Retirement Community ("Contractor"); and

**WHEREAS**, County desires that the Contractor provide meals for patients of County's Psychiatric Health Facility pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, ABHOW and County desire to enter into this Agreement and set forth herein the terms and conditions of the program ("Program") under which the foregoing will be achieved; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, ABHOW and the County agree as follows:

1. **PROGRAM SUMMARY.** Contractor shall provide food for the 16-bed County Psychiatric Health Facility (PHF) located at 315 Camino del Remedio, Santa Barbara, California.
2. **SERVICES.** Contractor shall provide daily meals for an average of 16 clients per day, per the daily order, as described in Section D.
  - A. Meal Plans. Meal plans shall be reviewed by Contractor's Registered Dietician, and shall meet the following requirements, as specified in Title 22 California Code of Regulations (CCR) § 77077:
    - i. The total daily diet for clients shall be of the quality and in the quantity necessary to meet the needs of the clients and shall meet the most current edition of the Dietary Reference Intakes, adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Science, adjusted to the age, activity and environment of the group involved.
    - ii. All food shall be of good quality and be selected, stored, prepared and served in a safe and healthful manner, in accordance with all applicable rules and regulations, including Title 22 CCR § 77077(a) and Health and Safety Code Chapter 4.
    - iii. Contractor's Registered Dietician shall review and approve all meal plans and refer to the most recent edition of the Manual of Clinical Dietetics.
    - iv. Contractor shall provide nutritional analysis of meal plans.
  - B. Special Diets. When prescribed by the client's physician, Contractor shall provide meals complying with the prescribed diet with prior notice. All special

## EXHIBIT A

### STATEMENT OF WORK

diets will be portioned to comply with the requirements set forth by the American Dietetic Association, where applicable for the special diet.

- i. Special diets include, but are not limited to: Mechanical soft chopped or ground; pureed; bland; 3-4 grams sodium; low residue; low fat/cholesterol; diabetic – consistent carbohydrate; full liquid; and clear liquid.
- ii. Contractor will prepare meals to meet the needs of clients with allergies, intolerances, and special preferences, upon request.
- iii. Contractor's Registered Dietician shall collaborate in the preparation of 30-day gluten-free, vegan, and vegetarian meal plans.
- iv. A double portion, as ordered by the physician, will be considered a special diet. Double portions will be billed as such.
- v. Contractor's Registered Dietician will review and approve all special diet meals to ensure they meet the County Registered Dietician's requirements, with 24 hour prior notice.

C. Meal Schedule. Meals shall be available for pickup at the following times, in accordance with Title 22 CCR § 77077(a)(1):

- i. Breakfast: 7:00 AM.
- ii. Lunch: 12:00 PM.
- iii. Dinner: 5:00 PM.

D. Orders. Daily orders will be faxed to Contractor's kitchen by 5:00 PM the day before pickup. Contractor will accommodate additional requests or changes submitted at least three hours prior to pickup. The order will include the number of meals to be provided, based on the number of clients in the PHF at the time, and the number and type of special diets.

E. Menus.

- i. A five-week cycle menu, including portion sizes, will be provided by Contractor. A copy of each monthly menu will be provided to the PHF Manager two weeks in advance.
- ii. Contractor shall use appropriate Menu Planning software, such as GeriMenu, to analyze menus for accurate portion sizes.
- iii. The exact items and portion sizes to be served will be approved by the Contractor's Registered Dietician.
- iv. Contractor will provide a list of substitutions, approved by Contractor's Registered Dietician.

## EXHIBIT A

### STATEMENT OF WORK

- F. Service. Food shall be covered and stored in a temperature controlled box to ensure proper temperatures are maintained, as follows: Hot foods shall be maintained at a temperature of not less than 135°F, and cold foods shall be maintained at a temperature of not more than 41°F. Contractor shall maintain temperature logs and provide to County monthly, by the 10<sup>th</sup> of the following month.
  - G. Contractor will provide the annual “Santa Barbara County Environmental Health Services Official Food Facility Inspection Report” to ADMHS’ PHF Manager and County’s Registered Dietician to be reviewed by the PHF Governing Body. Contractor shall correct all violations in accordance with the Santa Barbara County Public Health Department (PHD) Environmental Health requirements. Contractor will report any “Major Violations” in writing to the PHF Manager immediately, within one business day, of notification. In the event that Contractor must cease operations due to PHD Environmental Health requirements, this agreement shall be deemed null and void.
  - H. Contractor shall maintain a Policy and Procedure Manual for dietary services, and provide a copy of the Manual to County upon request.
  - I. Floor Stock. Upon request, Contractor shall provide floor stock, including paper and plastic ware, condiments, yogurt, milk, bread, coffee, tea, and juice.
  - J. Reusable Serveware/Tableware. Upon request, Contractor will provide reusable serveware/tableware, such as sporks, cups, bowls, pitchers, in an adequate number to meet facility needs. Contractor will wash and dry reusable items, and make available for pick up within 24 hours.
3. **STAFF.** Contractor’s staff preparing meals shall have adequate knowledge of, and shall be properly trained in, food safety as it relates to their assigned duties, as described in Health and Safety Code §113947 et seq. Contractor shall maintain records of staff certifications and trainings and make them available to County upon request.

**EXHIBIT B**  
**FINANCIAL PROVISIONS**

1. For services to be rendered under this contract, Contractor shall be paid at the rates specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$120000.
2. 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. Payment for services shall be based upon the rates defined in Exhibit B-1 (Schedule of Rates). Invoices submitted for payment that are based upon Exhibit B-1 must contain sufficient detail to enable an audit of the charges.
3. Monthly, by the 10<sup>th</sup> of the month following the month of service Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.
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. County's Designated Representative:

Santa Barbara County  
Department of Alcohol, Drug and Mental Health Services  
Attn: Accounts Payable  
300 North San Antonio Road  
Santa Barbara, CA 93110
6. Proper Invoice: The invoice must show the Board Contract number, the services performed and the rate.

**EXHIBIT B-1  
SCHEDULE OF RATES**

<u>Type of Service</u>	<u>Billing Increment</u>	<u>Rate</u>	<u>Total Maximum Contract Value</u>
Meal Service	Daily Meals per Bed (Breakfast, Lunch and Dinner)	\$18.50	Up to \$10,000 per month
Floor Stock		Cost plus 10%	
<b>TOTAL CONTRACT MAXIMUM VALUE NOT TO EXCEED</b>			<b>\$120000</b>

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

#### INDEMNIFICATION

**CONTRACTOR** shall defend, indemnify and save harmless the **COUNTY**, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the **CONTRACTOR** or his agents or employees or other independent **CONTRACTORS** directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the **COUNTY**.

**CONTRACTOR** shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### INSURANCE

Without limiting the **CONTRACTOR'S** indemnification of the **COUNTY**, **CONTRACTOR** shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the **COUNTY**. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place **CONTRACTOR** in default. Upon request by the **COUNTY**, **CONTRACTOR** shall provide a certified copy of any insurance policy to the **COUNTY** within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all **CONTRACTOR'S** staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the **COUNTY**. In the event **CONTRACTOR** is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if **CONTRACTOR** has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and **CONTRACTOR** submits a written statement to the **COUNTY** stating that fact.

## EXHIBIT C

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of **CONTRACTOR** and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the **CONTRACTOR** in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between **COUNTY** and **CONTRACTOR**. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of **CONTRACTOR** pursuant to **CONTRACTOR'S** activities hereunder. **CONTRACTORS** shall require all sub**CONTRACTORS** to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each sub**CONTRACTOR**. **COUNTY**, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the **COUNTY**.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the **COUNTY** has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the **CONTRACTOR** is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the **COUNTY** shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

**CONTRACTOR** shall submit to the office of the designated **COUNTY** representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. **COUNTY** shall maintain current certificate(s) of insurance at all times in the office of the designated **COUNTY** representative as a condition precedent to any payment under this Agreement. Approval of insurance by **COUNTY** or acceptance of the certificate of insurance by **COUNTY** shall not relieve or decrease the extent to which the **CONTRACTOR** may be held responsible for payment of damages resulting from **CONTRACTOR'S** services of operation pursuant to the



## EXHIBIT C

contract, nor shall it be deemed a waiver of **COUNTY'S** rights to insurance coverage hereunder.

In the event the **CONTRACTOR** is not able to comply with the **COUNTY'S** insurance requirements, **COUNTY** may, at their sole discretion and at the **CONTRACTOR'S** expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the **COUNTY**. The **COUNTY'S** Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of **COUNTY** Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the **COUNTY** or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of **COUNTY'S** risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. **CONTRACTOR** agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.