

## 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 Council on Alcoholism and Drug Abuse (CADA) with an address at 232 E. Canon Perdido, Santa Barbara, CA 93101 (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**

Holly Benton, Deputy Chief Probation Officer at phone number (805)739-8588 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Whiteley, Executive Director, at phone number (805) 963-1433 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 facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Holly Benton, Deputy Chief Probation Officer  
Santa Barbara County Probation  
2121 S. Centerpointe Parkway  
Santa Maria, CA 93455  
Fax # (805) 882-3675

To CONTRACTOR: Scott Whiteley, Executive Director  
Council on Alcoholism and Drug Abuse  
232 E. Canon Perdido Street  
Santa Barbara, CA 93101  
Fax # (805) 963-4099

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 July 1, 2019 and end performance upon completion, but no later than February 28, 2023, 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 venture, 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 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.

//

//

//

//

//

//

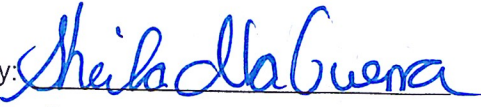
//

Agreement for Services of Independent Contractor between the County of Santa Barbara and the Council on Alcoholism and Drug Abuse.

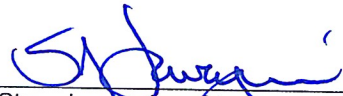
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

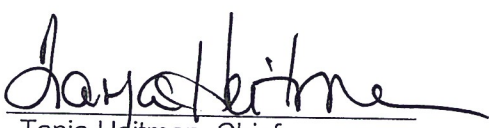
COUNTY OF SANTA BARBARA:

By:   
Steve Lavagnino, Chair,  
Board of Supervisors

Date: 10-15-19

RECOMMENDED FOR APPROVAL:

Probation Department

By:   
Tanja Heitman, Chief  
Probation Officer

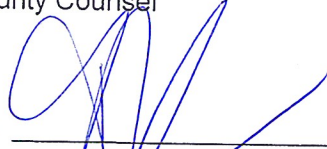
CONTRACTOR:

Council on Alcoholism and Drug Abuse

By:   
Scott Whiteley, Executive  
Director


APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

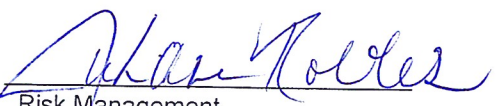
APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy

APPROVED AS TO FORM:

Risk Management

By:   
Risk Management



## EXHIBIT A

### Statement of Work

- I. CONTRACTOR shall provide preventive diversion services to eligible youth as referred by schools, law enforcement agencies, and COUNTY for specified offenses, as the provider for the Youth Reinvestment Grant (YRG). The YRG provides funds for diversion services to low-level and low risk youthful offenders at the point of their initial contact with law enforcement in order to reduce the number of youth who enter the juvenile justice system. The grant supports approaches that are evidence based, culturally relevant, trauma informed, and developmentally appropriate.
  - a. Description of Component:
    1. CONTRACTOR shall provide preventive services to an estimated 800 youth referred by schools and law enforcement agencies, including the Probation Department located in Santa Barbara County, over the term of the agreement. Preventive services are to successfully divert youth from becoming involved in the juvenile justice system for certain offenses that might have otherwise resulted in a formal referral for the filing of a petition to make a youth a ward of the juvenile court. These include status offenses, infractions, and certain misdemeanors, as well as violations of the Education Code in lieu of suspension or expulsion. CONTRACTOR shall not accept referrals for felony offenses.
    2. COUNTY and CONTRACTOR shall mutually develop and maintain a list of misdemeanor offenses eligible for services and CONTRACTOR shall not accept referrals for misdemeanors not listed. Offenses may be added to the list by COUNTY written notice and received written concurrence from CONTRACTOR. CONTRACTOR shall provide concurrence or non-concurrence within five (5) business days of COUNTY's request. No response to the request shall be construed as CONTRACTOR'S concurrence.
    3. CONTRACTOR shall provide services to eligible youth, aged 10 to 17 inclusive, residing in Santa Barbara County. CONTRACTOR may operate the program from locations in the Santa Barbara, Santa Maria, and Lompoc geographic regions, but will provide services in all areas of the County, paying special attention to the need for services in areas where the referral rate may be lower, such as the Mid-County. Referrals to CONTRACTOR by COUNTY are considered closed by COUNTY at the time of referral. CONTRACTOR shall make every effort to engage youth and encourage participation in services in order to achieve successful outcomes. CONTRACTOR will not return referrals to COUNTY when youth do not engage in services unless explicitly instructed to do so by COUNTY at the time of the initial referral.
    4. Diversion services provided by CONTRACTOR shall include an initial screening and comprehensive assessment of the youth, case management, and individualized treatment plans that include a youth's family members. The goals of the program are to reduce the overall number of misdemeanor offenses committed by youth, the recidivism rate of participating youth, and the number of risk factors for a youth and a family, including substance use disorder, mental health problems, family needs, and education disciplinary referrals. Program goals include the development of and improvement in youth and family protective factors, including school connectedness, social supports, self-esteem, problem-solving skills, and family involvement and support. Duration of diversion services shall be six months or less per youth. Services provided shall be culturally relevant, trauma-informed, and evidence-based, as well as gender-responsive.

5. Services provided after initial screening will be determined on an individual basis and will be limited to those services which are assessed to be necessary. They may include: R&R2 Short Version for Youth; Moral Reconciliation Therapy (MRT); Aggression Replacement Training (ART); Substance Abuse Treatment; Seven Challenges (for treatment plan); Seeking Safety (Adolescent Version); Cognitive Behavioral Therapy (CBT); Motivational Interviewing techniques; Multi-Dimensional Family Therapy (MDFT); mental health counseling services; Young Women's Leadership Group (includes La Mariposa); Young Men's Leadership Group (includes El Joven Nobles); Restorative Practices; Educational Classes (90 minute sessions on crime awareness, conflict resolution, alcohol and drug education, nicotine and vaping, life choices, peer relationships); and Academic Support Services (tutoring, mentoring, community-based after school programs).
  - A. Youth referred by COUNTY to CONTRACTOR for services under this agreement shall not be mixed with youth receiving the same or similar services under other existing agreements with COUNTY. Further, services shall not be peer-based in nature.
6. Services will reduce the over-representation of minority youth in the juvenile justice system through services that are culturally responsive and relevant, and delivered by bicultural and bilingual employees of CONTRACTOR. Efforts in this respect are to be consistent with Racial and Ethnic Equity and Inclusion (REEI) principles and practices, and should anticipate addressing disparities largely involving African-American and Latino/a youth. Further information on REEI can be accessed here:  
<https://www.aecf.org/resources/race-equity-and-inclusion-action-guide/>
7. CONTRACTOR shall provide services through its existing resources and/or resources acquired through the YRG for the purpose of carrying out the requirements of this Statement of Work. Services may be provided by other entities under this agreement when necessary to meet a youth's treatment needs and referred to them by CONTRACTOR. The cost associated with any such referral shall be borne by CONTRACTOR within the scope of the YRG and this Agreement. Referred youth and their families shall not be charged a fee by any provider at any time for any services delivered under this Agreement.
8. CONTRACTOR shall collaborate with COUNTY, the YRG program evaluator as chosen by COUNTY, and the Board of State and Community Corrections (BSCC) to achieve program goals and objectives, including adhering to and complying with any data reporting, collection methodology and submission requirements of COUNTY and the BSCC. This includes maintaining statistical information and required records of referral and services provided, supporting related research activities, providing information in a timely manner to COUNTY, and coordinating activities with a grant program evaluator identified by COUNTY. CONTRACTOR agrees to be available to respond to any inquiries by the BSCC, either in person or in writing, as needed.
9. CONTRACTOR shall collaborate with COUNTY on design and implementation of program, including development of fliers and other educational material, attendance at educational meetings or law enforcement briefings, and other meetings to introduce the program, the implementation of the referral format and processes for services.,

10. CONTRACTOR shall not search any youth or property of youth, and shall not chemically test a youth for the presence of drugs or alcohol as part of services provided through this grant or with testing supplies purchased through this grant. Voluntary testing may be provided as part of drug and alcohol treatment services.

b. Unit of Service per Client Defined and Frequency of Contact:

CONTRACTOR will provide services according to treatment plans and within the total overall budget for the entire grant as detailed in the original grant proposal and described in Section B-1.

c. Budgeted Service Level:

CONTRACTOR shall provide services to an estimated 800 youth over the grant period, serving on average 15-25 youth per month. Services provided to individual youth shall be from four (4) to six (6) months duration, but shall not exceed six (6) months in duration. Exceptions to this timeframe may be considered on a case by case basis by COUNTY when requested by CONTRACTOR.

The overall budget for the grant is \$894,593. Total expenditures shall not exceed \$894,593. The overall budget by each year of the grant is as follows:

Year 1 (July 1, 2019 to June 30, 2020):	\$245,088
Year 2 (July 1, 2020 to June 30, 2021):	\$243,513
Year 3 (July 1, 2021 to June 30, 2022):	\$243,513
Year 4 (July 1, 2022 to February 28, 2023):	\$162,479

d. Locations of Service:

Services are to be performed at CONTRACTOR'S office locations throughout the County, including any location specifically obtained for the purpose of providing services under this Agreement. Youth may be served at office locations of other service providers when referred by CONTRACTOR.

e. Hours of Operation:

Monday through Friday between the hours of 8:00 AM and 8:30 PM as scheduled by the provider or case manager, youth, and their family in order to meet treatment needs. Modification to this schedule may be made upon request of CONTRACTOR and approval of COUNTY..

f. Program Position Titles:

Case Manager/Educator; Treatment Counselor

g. Qualifications of Positions:

1. For the Case Manager/Educator position, services shall be provided by a qualified CONTRACTOR employee with a minimum of a Bachelor's Degree in related field or one (1) year of experience in a helping profession, and preferably is a Certified or Registered Alcohol and Drug Counselor. For the Treatment Counselor position, services shall be provided by a Certified or Registered Alcohol and Drug Counselor or Licensed Master's level Marriage and Family Therapist (LMFT), Clinical Social Worker (LCSW), Professional

Clinical Counselor (LPCC) or Registered Associate (AMFT, ACSW, APCC) who is supervised according to licensing rules or industry standards.

CONTRACTOR shall provide the appropriate level of clinical supervision as required. Case Manager and Treatment Counselor will have an understanding of trauma-informed care, a background working with justice system-involved youth, and ability to work with persons from diverse cultural and socioeconomic backgrounds. CONTRACTOR shall ensure the Case Manager and Treatment Counselor are trained in working with at-risk youth.

2. CONTRACTOR shall ensure that all staff providing services under this contract are fully trained and certified in the specific curriculum or intervention utilized. CONTRACTOR shall notify COUNTY of any staffing changes in advance whenever practical, but within three (3) business days in any case.
  3. CONTRACTOR shall ensure trained persons are available to perform all services described in this Agreement during its inclusive dates.
  4. COUNTY anticipates that Spanish language skills will be necessary for service delivery to some youth and families; CONTRACTOR shall prioritize bilingual and bicultural skills in its service plan.
- h. Client Referral and Attendance Monitoring:
1. CONTRACTOR shall only serve youth and families referred by COUNTY, law enforcement, and schools pursuant to this agreement and shall not provide services under this agreement to youth and families not covered by it.
  2. CONTRACTOR shall attempt contact with referred youth or family within three (3) business days of referral, and begin enrollment/intake activities within five (5) business days of that contact.
  3. If CONTRACTOR determines referred youth or family is not appropriate for services provided under this Agreement, CONTRACTOR shall notify COUNTY or referring agency within 24 hours. CONTRACTOR may discontinue intake functions and assessment activity with a referred youth and family upon said notification to COUNTY or referring agency.
  4. CONTRACTOR shall notice COUNTY or referring agency within five (5) business days if unable to make contact or begin services with referred youth or family within proscribed time.
  5. CONTRACTOR shall provide weekly status reports to COUNTY in a format approved in advance by COUNTY regarding all referrals regardless of source. Weekly status reports should accurately describe the activities associated with contacting, enrolling, and providing services to youth, information to include: the referral sources, the referral offense, treatment enrollment and end dates (including status at exit), the number of sessions or classes attended, and the specific classes, curriculum, and services provided to youth. Additionally, information regarding a youth's reported race and ethnicity, age, and gender, and place of residence (city) are to be reported for purposes of the grant goals.

6. CONTRACTOR shall provide with each monthly invoice a summary of activities performed by all staff persons providing services under this Agreement and which correlate to hours coded by them on individual time sheets.

i. Performance Measures

1. Eighty-five percent of initial contact attempt with clients by CONTRACTOR will occur within three (3) business days of referral.
2. CONTRACTOR will provide a written discharge plan to all youth discharged from the treatment program within two weeks of the final session, with copies provided to the youth's parent/guardian.
3. CONTRACTOR will provide all additional data required to successfully evaluate program as required by COUNTY or BSCC in a timely manner and in an appropriate format, in order to evaluate program effectiveness and overall functioning. Program goals to be evaluated include, but are not limited to: reduction in the number of misdemeanor referrals received by COUNTY; reduction in the numbers of youth with misdemeanors under post-disposition probation supervision; reductions in racial and ethnic disparities in the Santa Barbara County juvenile justice system; reduction of risk factors, including substance abuse disorders, unaddressed mental health treatment needs, and disciplinary referrals; and improvement of youth protective factors (including social supports, school connectedness, family support, social support, and self-esteem).
4. Data correlating to performance measures described herein will be provided to the COUNTY on a quarterly basis, beginning October 31, 2019.
5. CONTRACTOR shall provide COUNTY with additional information or data elements related to the services performed upon request.

II. OTHER SERVICE REQUIREMENTS:

a. Criminal Records Check

CONTRACTOR shall ensure that all existing staff, prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties not require his/her presence at the herein referenced locations shall have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Grant Staff Records Check form (attached hereto as ATTACHMENT A-1) as appropriate for existing and prospective staff or volunteers.

For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at the herein referenced locations, COUNTY will conduct a criminal record check.

Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been reported to COUNTY and COUNTY deems the person suitable for

work pursuant to this Agreement. Failure by CONTRACTOR to comply with the criminal record check requirements may result in withholding of invoice payments until compliant.

b. Required Staffing List and Criminal Law Violation Notification

CONTRACTOR shall provide COUNTY ATTACHMENT A-1 for all existing CONTRACTOR staff, employees and volunteers providing services under this Agreement. CONTRACTOR shall provide written notice within twenty-four (24) hours of CONTRACTOR's knowledge, of any new criminal law violation by staff, employees and/or volunteers.

c. Staff Professional Standards

CONTRACTOR warrants that all staff, employees and volunteers providing service under this Agreement have the background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State and County Laws. Upon request, CONTRACTOR shall provide to COUNTY copies of permits, licenses, certifications or other documents certifying the training and qualifications of staff, employees and volunteers.

d. Incident Reporting

CONTRACTOR shall notify COUNTY within one (1) business day of any notable incidents involving youth or their family members during any period when services are being delivered. These include physical confrontations, accidents or health issues, statements of harm toward self or others, a law violation, and possession of drugs or weapons.

e. Confidentiality

CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2, 5328, and 827; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 13330. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

f. Status Reports

CONTRACTOR will routinely provide written status reports to COUNTY in a format approved by COUNTY and delivered to such places and times as directed by COUNTY.

g. Meetings

CONTRACTOR shall participate in meetings held by COUNTY concerning the services delivered under this agreement, including but not limited to, services concerning the

treatment of a specific youth, probation unit meetings, or agreement and grant requirements.

h. Training

Contractor will insure all employees maintain a valid First Aid and CPR certification.





## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$894,593.
- 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 **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, 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 **Attachment B1** 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.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

#### 1. Invoice Format

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY. CONTRACTOR shall invoice for incentives and office supplies as expenses are incurred.

#### 2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

#### 3. Invoice Timely Submission

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).

4. Invoice Signature

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Copies of Payroll Ledgers and Timecards

Copies of payroll ledgers and timecards for the invoice service period for each CONTRACTOR's Designated Representative directly claimed on the invoice shall be attached to the invoice. CONTRACTOR will be notified if any invoice is missing copies of required payroll ledgers and timecards. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required payroll ledgers and timecards are received by the COUNTY.**

6. Administrative/Overhead Costs

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

7. Administrative/Overhead Documentation

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

8. Board of Directors List

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS

CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial report and related management letter (prepared by a Certified Public Accountant) to County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the

aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

1. Delivery of Service Commitment

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified in the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

2. Fiscal Records

CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records

CONTRACTOR shall make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities

CONTRACTOR shall permit COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

**ATTACHMENT B-1  
SCHEDULE OF FEES**

**Youth Reinvestment Grant (YRG) Diversion services (7/01/19 to 6/30/20)**

**Salaries & Benefits:**

Program Coordinator South County (\$27.40/hr. 4 hrs./wk.)	\$	5,700
Program Coordinator North County (\$24.00/hr. x 4hrs/wk.)	\$	4,992
Diversion Case Manager/Educator South County (\$20.00/hr. x 40hrs/wk.)	\$	41,600
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Treatment Counselor (\$22.00/hr. x 34 hrs./wk.)	\$	<u>38,896</u>
Total Salaries	\$	174,388
Benefits @ 23%	\$	<u>40,109</u>
<b>Total Salaries and Benefits</b>	<b>\$</b>	<b><u>214,497</u></b>

**Operating Costs:**

Travel	\$	2,900
Program Supplies	\$	5,000
Laptops (3 x \$500.00)	\$	1,500
Communication (cell phone)	\$	4,320
Marketing Materials	\$	200
Activities/Incentives	\$	5,000
<b>Total Operating Costs</b>	<b>\$</b>	<b>18,920</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$</b>	<b>233,417</b>

Indirect Costs (5% of Total Program Expenses)	\$	11,671
---	----	--------

<b>Total Contract Maximum (07/01/19 to 6/30/20)</b>	<b>\$</b>	<b><u>245,088</u></b>
---	-----------	-----------------------

**ATTACHMENT B-1  
SCHEDULE OF FEES**

**Youth Reinvestment Grant (YRG) Diversion services (7/01/20 to 6/30/21)**

**Salaries & Benefits:**

Program Coordinator South County (\$27.40/hr. 4 hrs./wk.)	\$	5,700
Program Coordinator North County \$(24.00/hr. x 4hrs/wk.)	\$	4,992
Diversion Case Manager/Educator South County (\$20.00/hr. x 40hrs/wk.)	\$	41,600
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Treatment Counselor (\$22.00/hr. x 34 hrs./wk.)	\$	38,896
Total Salaries	\$	174,388
Benefits @ 23%	\$	40,109
<b>Total Salaries and Benefits</b>	<b>\$</b>	<b>214,497</b>

**Operating Costs:**

Travel	\$	2,900
Program Supplies	\$	5,000
Communication (cell phone)	\$	4,320
Marketing Materials	\$	200
Activities/Incentives	\$	5,000
<b>Total Operating Costs</b>	<b>\$</b>	<b>17,420</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$</b>	<b>231,917</b>

Indirect Costs (5% of Total Program Expenses)	\$	11,596
<b>Total Contract Maximum (07/01/20 to 6/30/21)</b>	<b>\$</b>	<b>243,513</b>

ATTACHMENT B-1  
SCHEDULE OF FEES

**Youth Reinvestment Grant (YRG) Diversion services (7/01/21 to 6/30/22)**

**Salaries & Benefits:**

Program Coordinator South County (\$27.40/hr. 4 hrs./wk.)	\$	5,700
Program Coordinator North County \$(24.00/hr. x 4hrs/wk.)	\$	4,992
Diversion Case Manager/Educator South County (\$20.00/hr. x 40hrs/wk.)	\$	41,600
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$	41,600
Treatment Counselor (\$22.00/hr. x 34 hrs./wk.)	\$	38,896
Total Salaries	\$	174,388
Benefits @ 23%	\$	40,109
<b>Total Salaries and Benefits</b>	<b>\$</b>	<b>214,497</b>

**Operating Costs:**

Travel	\$	2,900
Program Supplies	\$	5,000
Communication (cell phone)	\$	4,320
Marketing Materials	\$	200
Activities/Incentives	\$	5,000
<b>Total Operating Costs</b>	<b>\$</b>	<b>17,420</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$</b>	<b>231,917</b>

Indirect Costs (5% of Total Program Expenses)	\$	11,596
---	----	--------

<b>Total Contract Maximum (07/01/21 to 6/30/22)</b>	<b>\$</b>	<b>243,513</b>
---	-----------	----------------

**ATTACHMENT B-1  
SCHEDULE OF FEES**

**Youth Reinvestment Grant (YRG) Diversion services (7/01/22 to 2/28/23)**

**Salaries & Benefits:**

Program Coordinator South County (\$27.40/hr.x 4 hrs/wk)	\$	3,800
Program Coordinator North County \$(24.00/hr. x 4hrs/wk)	\$	3,328
Diversion Case Manager/Educator South County (\$20.00/hr x 40hrs/wk)	\$	27,733
Diversion Case Manager/Educator Santa Maria (\$20.00/hr x 40 hrs/wk)	\$	27,733
Diversion Case Manager/Educator Lompoc (\$20.00/hr x 40 hrs/wk)	\$	27,733
Treatment Counselor (\$22.00/hr x 34 hrs/wk)	\$	25,931
Total Salaries	\$	116,259
Benefits @ 23%	\$	26,740
<b>Total Salaries and Benefits</b>	<b>\$</b>	<b>142,999</b>

**Operating Costs:**

Travel	\$	2,030
Program Supplies	\$	3,633
Communication (cell phone)	\$	2,880
Marketing Materials	\$	200
Activities/Incentives	\$	3,000
<b>Total Operating Costs</b>	<b>\$</b>	<b>11,743</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$</b>	<b>154,742</b>

Indirect Costs (5% of Total Program Expenses)	\$	7,737
<b>Total Contract Maximum (07/01/22 to 2/28/23)</b>	<b>\$</b>	<b>162,479</b>

## EXHIBIT C

### 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, his 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.