



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN8777

Order date

6/17/2024

Delivery address

Santa Barbara County
CEO
105 E ANAPAMU ST, RM 406
SANTA BARBARA, CA
93101
Dawn Holden
805-568-3403

Vendor

204404
SERRANO ADVISORS LLC

7240 CRYSTAL BLVD
EL DORADO
CA
95623
SCOTT COFFIN
SCOTT@SERRANOADVISORS.COM

Bill To

Santa Barbara County
105 E ANAPAMU RM 406 SANTA BARBARA, CA 93101 805-
568-3403

Refer Inquiries to Buyer

Sean Burns
seburns@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000432-CONSULTANT	Provide professional consulting services on CalAIM billing, Data sharing and release of information, and Jail Population Management strategies.	2025-06-30	1.00		199,000.00	199,000.00

Order Total USD**199,000.00**

GENERAL: Vendor to provide professional consulting services on CalAIM and Jail Population Strategies per attached SoW.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 6/30/2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$199,000.00 Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 23) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair

Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X)  _____

Print Name/Title: Scott Coffin Date: 6/30/2024

Applicable License # (Medical/Contractor/Etc.): N/A

Phung Loman
COUNTY OF SANTA BARBARA

EXHIBIT A

STATEMENT OF WORK AND FEES

This Statement of Work (“SOW”) outlines the Basic Services to be performed by Consultant for the Executive Advisory Services (“Project”).

SOW DEFINITIONS

- A. **Client** shall mean County of Santa Barbara, Executive Office.
- B. **Client Contact** shall mean the individual assigned by Client to provide project oversight and manage Client deliverables as outlined in this Exhibit A. Client Contact shall be the focal point for any escalation issues, coordinate SOW amendments, and any other items that require Client stakeholder engagement.
- C. **Consultant** shall mean Serrano Advisors, LLC.
- D. **Consultant Contact** shall mean the individual assigned by Consultant to be the focal point responsible for issues relating to the Project.
- E. **Project** shall mean the engagement and purpose for which the parties entered into the Agreement and which services and work to be performed by Consultant are governed by this SOW.
- F. **Written Deliverables** shall mean any deliverable which Consultant shall provide in a written format that includes, but is not limited to, assessments, reports, and summaries.

TERM

The term of the Agreement (“**Term**”) shall commence on the Effective Date and continue until the earlier of: (i) completion of the Basic Services as described herein, (ii) terminated in accordance with Section 5 of the Agreement, or (iii) June 30th, 2025 (“**Termination Date**”), unless extended by mutual agreement or terminated earlier pursuant to the Agreement. Notwithstanding anything to the contrary in this SOW or in the Agreement, the parties agree that Consultant shall not begin any work hereunder unless and until this SOW is executed by the authorized representatives of the parties hereto.

PROJECT OBJECTIVES

- A. Consultant is responsible for the following overall Project objectives:
 - 1. Billing: Assess the billing landscape for Client and recommend solutions for billing aligned and in compliance with DHCS CalAIM Justice Involved initiatives. Facilitate the vendor evaluation and selection of a Medi-Cal billing solution.

2. Data Sharing: Coordinate meetings with County of Santa Barbara health agencies, information technology, and safety departments to develop and/or upgrade a universal release of information (UROI), the process for use of the UROI, and data sharing solution for the CalAIM reentry initiative.
 3. Justice Involved CalAIM General Advice: General advice on the CalAIM program and interpretation of authorized policies issued by the California Department of Health Care Services (DHCS).
 4. Jail Population Management: Provide general advice and analytical support for Santa Barbara County's Jail Population Management Strategies.
- B. Consultant is responsible for the timeliness and quality of all deliverables produced and services provided hereunder.

SERVICES TO BE PERFORMED

Part One: Medi-Cal Billing: County Billing Landscape Analysis and Vendor Evaluation

Medi-Cal Billing for reimbursement of Pre-Release Services

Activities:

1. Provide fiscal proforma for CalAIM billing for Departments based on DHCS established rates in collaboration with Client's Safety Departments.
2. Meet with Safety and Health Departments to evaluate current billing mechanisms within County and develop recommendations for CalAIM billing for Justice Involved services, including jail and juvenile hall provision of Medi-Cal services.
3. If recommended to establish a Third-Party Billing Agent (TPA) and supported by Client, develop a Medi-Cal billing evaluation checklist for the Santa Barbara County Executive Office and selection committee members. The checklist would include a combination of features, such as coding, workflow management, auditing, technology, administration, total cost of ownership, analytics, reporting, maintenance and support, and collaboration capabilities.
4. Develop a scoring matrix for the selection committee to prioritize Medi-Cal billing vendors and their service offerings. Vendor assessment forms would weight the criteria and result in a scoring to support the selection process.
5. Financial modeling for the vendor finalists to identify the initial and recurring costs for budget purposes.
6. Facilitation of selection committee meetings, preparation of materials, and coordination with vendors for on-site and virtual presentations.

Part Two: Data Sharing and Release of Information

Data sharing for continuity of care between embedded, in-reach, and community-based partners.

Activities:

1. Coordinate with county agency partners, community-based organizations, in-reach providers, and embedded health providers to develop a reentry care plan.
2. Collaborate with community partners to define the essential data elements to share for purposes of warm handoffs between pre-release and post-release, including embedded providers, in-reach providers, managed care health plans, and community-based organizations.
3. Facilitate working sessions with Client's Legal Counsel on the applicability of State Law (AB 133) to the CalAIM justice involved pre-release services, and to create a universal, multi-agency, release of information.
4. Identify the intersections of federal substance use disorder regulators in 42 C.F.R. Part 2, and to navigate potential workarounds to share patient history data for purposes of care management under the State Law.
5. Development of a multi-agency data sharing agreement to facilitate the pre-release and post-release warm handoffs.
6. Administer and facilitate learning collaboratives on specific topics related to the Justice Involved Reentry Initiative, including Superior Court Judges, County Counsels, Fiscal Officers, and other county personnel as specified by the Client.
7. Support agencies in evaluating data sharing technology and possible options for Electronic Health Records (EHR) for the provision of behavioral and physical healthcare in institutions, including potential procurement of an EHR module or development of technology processes which will be compliant with CalAIM data sharing goals and allow for billing of all new CalAIM services.

Part Three: Justice Involved CalAIM General Advice

Activities:

1. Provide general advice on the CalAIM program and interpretation of authorized policies issued by the California Department of Health Care Services. Support Client implementation CalAIM requirements of the justice involved initiatives.

Part Four: Jail Population Management Strategies Guidance and Analysis

Activities:

1. Identify jail population data tracking measures that will assist the County in monitoring trends in the jail population.
2. Provide oversight and assistance in analyzing sub populations within the jail population and booking data that will enable the County to identify additional strategies to more effectively prioritize collaborative efforts focused on jail population management.

3. Collaborate with Safety departments and County Executive Office on these strategies and analytics as requested.

DELIVERABLES

A. For the Term of this Agreement, Consultant shall deliver to Client the deliverables listed in the table below.

	Deliverables	
Item #	Deliverables/Milestones	Due Date
1	Develop a Medi-Cal Billing Proforma for Probation and Sheriff utilizing partner staffing and cost data and published billing rates from DHCS.	6/30/2024
2	Development of the RFP documentation, for the Medi-Cal billing solution, following protocols regulated by the County of Santa Barbara's Purchasing Department.	7/31/2024
3	Facilitate discussions with the County of Santa Barbara's Legal Counsel on data sharing, release of information, disclosures, and memorandums of understanding.	8/31/2024
4	Review and identify data tracking measures to assist County in monitoring jail population trends.	8/31/2024

1. Written Deliverables. As applicable, Consultant shall provide Written Deliverables in an unprotected, editable Microsoft Word format to allow Client to provide feedback as outlined in Acceptance of Deliverables below. Should Microsoft Word not be feasible, Consultant shall provide Written Deliverables in a format customary to industry standard. Deliverables include operational readiness, governance, operational workflows, data exchange, and reporting documentation.

CLIENT RESPONSIBILITIES

- A. Client will assign an individual to be the focal point for Consultant communications relative to this Project. The Client Contact will engage Client parties with the authority to act for Client. Client Contact's responsibilities include the following:
1. Manage Client's obligations and personnel for this Project.
 2. Serve as the interface between Consultant and all Client departments participating in this Project.
 3. Administer amendment requests in collaboration with the Consultant project manager and internal Client departments for any SOW modification requests.
 4. Participate in Project status meetings.
 5. Obtain and provide information, data, and decisions as well as resolve action items and answer questions.
 6. Help resolve Project issues and escalate issues within Client, as necessary.
 7. Review with the Consultant project manager any Client invoice or billing requirements.
- B. If applicable and contingent upon Consultant's agreement to comply with Client policies, Client will facilitate the provision of: (i) access to the Client communication network and communication tools; and (ii) any accommodations for work to be performed on-site, including office space and security badge access.

LOCATION WHERE SERVICES ARE TO BE PERFORMED

- A. Off-Site Exceptions. Consultant shall provide all services remotely. Consultant does not require on-site access to Client offices.
- B. Remote Access Requirements. Client Contact to establish system/account credentials e.g., email/calendar and other access as may be required to complete the requirements and deliverables of this SOW.

PROJECT OVERSIGHT

- A. Consultant Contact. Consultant shall designate a single point of contact ("Consultant Contact") responsible for issues relating to quality, completion of deliverables, issue management, accuracy and timeliness of time reporting and invoicing. The Consultant Contact for this Project is: Scott Coffin.
- B. Scott Coffin may assign other Associates, either contracted with or employed by Serrano Advisors LLC, for specific project deliverables requiring subject matter expertise.
- C. Client Contact. Client will designate a Client Contact responsible for monitoring Consultant's performance with regard to the completion of deliverables and compliance. The Client Contact for this Project is: Lindsay Walter, County of Santa Barbara, Executive Office.

ACCEPTANCE OF DELIVERABLES

- A. Except as otherwise indicated, Client shall have a minimum period of thirty (30) business days (the “**Acceptance Period**”) to determine the acceptability of a deliverable to Client provided by Consultant hereunder. Within thirty (30) business days following the end of the Acceptance Period (the “**Notice Period**”), Client shall (a) provide written notification of acceptance to Consultant, or (b) provide written notice of non-acceptance with reasonable written comments to Consultant regarding the deficiencies of the deliverable(s). If changes or modifications are required by Client as evidenced by the notice of non-acceptance, Consultant shall have thirty (30) days to correct the deficiency noted therein and resubmit the deliverable to Client beginning a new Acceptance Period. This process shall continue until Consultant has corrected all deficiencies and Client accepts the deliverable.
- B. If Client does not give notice of non-acceptance or request a revision of the deliverable within ten (10) business days of the completion of an Acceptance Period, deliverables shall be considered accepted by Client.

COMPENSATION

- A. Client shall pay invoices in accordance with Section 2.3 of the Agreement and as outlined herein.

In consideration of Consultant’s performance of the Basic Services, Client shall pay to Consultant the Fee in the amounts or at the rates and manner specified below, not to exceed the Fee Schedule Sum outlined in Section 2.1 of the Agreement. The Fee(s) outlined below is inclusive of all professional costs and expenses for the Project duration. In no event shall Consultant invoice, nor shall Client be responsible for the payment of any amount in excess of the Fee Schedule Sum amount unless mutually agreed to in writing via an amendment.

1. **Hourly Fee.** Rates for the hours provided hereunder shall be as specified below. Consultant shall submit invoices to the Client upon Client acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

Senior Consultant - CalAIM Part 1 to Part 3 Activities	\$450 per hour
Associate Consultant – CalAIM Part 1 to Part 3 Activities	\$375 per hour
Associate Consultant – Jail Population Part 4 Activities	\$250 per hour
2. **Time & Materials.** The forecasted rates for the term of the contract are specified below, and the invoices shall be provided on a monthly basis in accordance with Section 2.3 of the Agreement:

	FOR TIME AND MATERIALS	
Month	Forecasted Annual Hours	Forecasted Annual Fees
Upon Execution – June 30th, 2025	442.22	\$199,000
Total	442.22	\$199,000

EXHIBIT B

SANCTIONED PERSONS ATTACHMENT

Serrano Advisors, LLC hereby certifies that neither entity, nor any of its officer, director or managing employee, employee or staff working under this Agreement as part of Serrano Advisors, LLC, is a Sanctioned Person (as defined below), and Serrano Advisors, LLC (the “Notifying Party”) further covenants and agrees that it shall notify Client (the “Notified Party”) immediately in the event that any officer, director or managing employee of the Notifying Party, becomes a Sanctioned Person, which change in status may, at the option of the Notified Party, be deemed to be sufficient cause for termination of this Agreement. For purposes hereof, “Sanctioned Person” shall mean a person or entity that:

- i. Is currently under indictment or prosecution for, or has been convicted of (a) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any state health care programs, (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (d) obstructing an investigation of any crime referred to in (a) through (c) above, or (e) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
- ii. Has been required to pay any civil monetary penalty under 42 U.S.C. § 1128A regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or
- iii. Has been excluded from participation in the Medicare, Medicaid, or any state health care program.
- iv. Has been debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549.



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will 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 warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will 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 taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall 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 all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract 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.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will 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 Contract 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 Contract (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.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

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

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of 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 Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, 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 Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract 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 COUNTY Property and all Deliverables, 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 Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. 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.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. 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. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services; (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **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 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 or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

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

24. **NO WAIVER.** 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 Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

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, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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.