



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

August 13, 2019

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

BEHAVIORAL WELLNESS

File Reference No. 19-00672

RE: Consider recommendations regarding the Workforce Education and Training (WET)/Southern Counties Regional Partnership (SCRIP) Service Contract -University of Redlands Fiscal Year (FY) 2019-2021, as follows:

a) Approve, ratify and authorize the Chair to execute an Agreement for Services of Independent Contractor with the University of Redlands, a California Corporation, (not a local vendor), for Clinical Supervisor Trainings for the WET/SCRIP, for a total contract maximum not to exceed \$254,000.00 for the period August 1, 2019 through August 31, 2021; and

b) Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:

a) **Approved, ratified and authorized; Chair to execute; and**

b) **Approved.**

The motion carried by the following vote:

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



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: August 13, 2019
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Alice Gleghorn, Ph.D., Director
Director(s) Department of Behavioral Wellness 681-5220
Contact Info: Pam Fisher, Deputy Director of Clinical Operations
Department of Behavioral Wellness 681-5220
**SUBJECT: Workforce Education and Training/Southern Counties Regional Partnership
Service Contract –University of Redlands FY 19-21**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify and authorize the Chair to execute an Agreement for Services of Independent Contractor with the **University of Redlands**, a California Corporation, (not a local vendor), for Clinical Supervisor Trainings for the Workforce Education and Training (WET)/Southern Counties Regional Partnership (SCRIP), for a total contract maximum not to exceed **\$254,000** for the period August 1, 2019 through August 31, 2021.
- b) Determine that the above actions are government fiscal activities that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines.

Auditor-Controller Concurrence

As to form: Yes

Summary Text:

The above referenced item is on the Board’s agenda to request approval to contract with the University of Redlands to provide mental health Clinical Supervisor Trainings to SCRP members. Approval will allow Behavioral Wellness, as the fiscal and administrative agent for SCRP, to contract for mental health Clinical Supervisor Trainings on behalf of SCRP in alignment with the WET goals.

Background:

On December 2, 2014, the Santa Barbara County Board of Supervisors authorized and approved Behavioral Wellness’ agreement with the Office of Statewide Health Planning and Development (OSHPD) to be the fiscal and administrative agent for SCRP activities to implement the Five-Year Plan established by OSHPD for FY 2014-2019. SCRP consists of a partnership of mental health departments for the counties of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona). The Board also directed the Director of Behavioral Wellness to execute a Memorandum of Understanding with the SCRP to implement WET activities (“MOU”).

Pursuant to the MOU, it automatically renews on an annual basis subject to available funding or termination for convenience by members. To date, \$1,412,665 in SCRP funds are still available. Behavioral Wellness remains the Fiscal and Administrative agent until SCRP funds are exhausted.

As the fiscal and Behavioral Wellness is responsible for negotiating and monitoring contracts and projects during that period that achieve the Five-Year Plan goals established by OSHPD for FY 2014-2019.

- **Goal #1:** Increase the number of diverse, qualified individuals in the public mental health system workforce to remedy the shortage of qualified individuals to provide services to address severe mental illness.
- **Goal #2:** Expand the capacity of California’s incumbent public mental health workforce to meet California diverse and dynamic needs.
- **Goal #3:** Facilitate a robust statewide, regional, and local infrastructure to develop the public mental health workforce.

On behalf of SCRP, Behavioral Wellness desires to enter into a contract with the University of Redlands with the goal of increasing excellence in the quality of care provided to individuals, family members and stakeholders served by the member-agencies that comprise SCRP. Approval will allow Behavioral Wellness to implement mental healthcare workforce development strategies that align with the WET Five-Year Plan 2014-2019 goals.

Performance Measure:

Specific, measurable targets for performance will be assessed using pre- and post-tests before and after the training modules.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 19-20 Cost:</u>	<u>FY 20-21 Cost:</u>	
General Fund			
State	\$ 198,000	\$ 56,000	
Federal			
Fees			
Other:			
Total	\$ 198,000	\$ 56,000	
Grand Total			\$254,000

Narrative: Behavioral Wellness has received from OSHPD all \$4,047,349 to administer and implement the SCRP’s Five-Year Plan goals established by OSHPD for 2014-2019. This contract will utilize \$254,000 of the remaining designated funds of \$1,412,665 set aside for SCRP regional programs to achieve the Five-Year Plan goals, and the expenditure for these services has been approved by the member counties.

Key Contract Risks:

As with any contract funded by State sources, there is a risk of future audit disallowances and repayments. Even with these measures, there is the risk that the State will disallow units of service or determine costs to be non-allowable, resulting in repayment. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to County.

Special Instructions:

Please email one (1) complete copy of the executed contract and one (1) minute order to the Contracts Division at bwellcontractsstaff@santa-barbara.ca.us and to Amber Foschaar at: cfoschaar@sbcbswell.org

Attachments:

Attachment A: University of Redlands FY 19-21 Board Contract

Authored by:

A. Foschaar

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 19321

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 **University of Redlands**, a California corporation, with an address at 1200 East Colton Avenue, Redlands, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, the Mental Health Services Act (MHSA) requires each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques;

WHEREAS, the Southern Counties Regional Partnership (SCRCP) consists of the mental health departments for the counties of: Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona);

WHEREAS, the County currently serves as the fiscal and administrative agent for the SCRCP, for Workforce Education and Training (WET) purposes under the Mental Health Services Act;

WHEREAS, SCRCP entities approved the Statement of Work in this Agreement consistent with the SCRCP's MOU and Strategic Plan. The contracted services shall be performed on behalf of the participating SCRCP entities;

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; and

WHEREAS, the course materials, including but not limited to written and oral presentations, will contain intellectual property that is copyrighted, patented, or proprietary to Drs. Rodney Goodyear, Carol Falender, and others which may be used for the purposes of this Agreement.

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

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Andrew Wall 909-748-8815 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: Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road, Bldg. 3
Santa Barbara, CA 93110
FAX: 805-681-5222

To Contractor: Andrew Wall
Center for Advanced Professional Education
University of Redlands
1200 East Colton Avenue
Redlands, CA 92373

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 8/1/2019 and end performance upon completion, but no later than 8/31/2021 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.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the

right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor

must promptly disclose to the 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

Contractor shall maintain 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”). SCRIP shall have the right to use or republish the Copyrightable Works and Inventions for its educational purposes. 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 and/or SCRIP 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 and/or SCRIP 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 or SCRIP’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County or SCRIP’s name or logo in any manner that would give the appearance that the County/SCRIP is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County/SCRIP. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County/SCRIP or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All property, documents, and information provided for Contractor’s use in connection with the services shall remain SCRIP or County’s property, as applicable, 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 such 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 all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

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.
 - i. 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.

ii. **For Nonappropriation of Funds.**

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, SCRIP, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, SCRIP, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, SCRIP, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County or SCRIP to make payments after the effective date of such non-allocation or non-funding, as provided in a notice to Contractor, will cease and terminate.

B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, SCRIP, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County or SCRIP to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

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(s), 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.

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

- I. EXHIBIT A – Statement of Work
- II. ATTACHMENT A– Supervisor Self-Efficacy Scale
- III. EXHIBIT B – Payment Arrangements
- IV. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- V. EXHIBIT C – Indemnification and Insurance Provisions

Agreement for Services of Independent Contractor between the County of Santa Barbara and University of Redlands.

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

COUNTY OF SANTA BARBARA:

By: [Signature]
STEVE LAVAGNINO CHAIR
BOARD OF SUPERVISORS
Date: 8-13-19

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: [Signature]
Deputy Clerk
Date: 8-13-19

CONTRACTOR:
UNIVERSITY OF REDLANDS

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: [Signature]
for Alice Gleghorn
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: [Signature]
Risk Management

Agreement for Services of Independent Contractor between the County of Santa Barbara and **University of Redlands.**

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

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:
UNIVERSITY OF REDLANDS

By: Cory Nomura
Authorized Representative
Name: CORY NOMURA
Title: SUP FINANCE & ADMINISTRATION
Date: 7/24/19

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

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

1. **PERFORMANCE.** University of Redlands (Contractor), has the background, training, work experience, accreditation, licenses, and supervision necessary for the performance of Clinical Supervision Training for the Southern California Regional Partnership (SCRCP) members. Contractor shall:
 - A. Train licensed clinical staff, such as Marriage and Family Therapists; Psychiatric Nurse Practitioners; Social Workers; Psychologists; Psychiatrists; and Licensed Professional Clinical Counselors, to be more effective supervisors;
 - B. Develop a longer term capacity by training those who can sustain supervision development to the point where those in a supervisory role can train others; and
 - C. Train supervisees to use supervision more effectively.
2. **DESCRIPTION.** The training initiatives for the Clinical Supervision Training provided by Contractor shall be competency-based. Competency-based supervision is a metatheoretical approach that explicitly identifies the knowledge, skills and attitudes that comprise clinical competencies, informs learning strategies and evaluation procedures, and meets criterion-referenced competence standards consistent with evidence-based practices (regulations), and the local/cultural clinical setting.
3. **GOALS.** To prepare therapists and trainees to better deliver and use clinical supervision, with the purpose of increasing the quality of client services in the 10 counties that comprise the partnership. Emphasis will be placed on recognition that the highest duty of the supervisor is protection of the client and the public. Further, imperatives of the supervisor will be reinforced including supervisor responsibility and liability for clinical work, ethical adherence and ethical problem-solving, and reflective process for supervisees and supervisors alike. Knowledge, skills, and attitudes relating to multicultural practice and supervision encompass the client, as anchor, supervisee/therapist, and supervisor. Through reflective activities, discussion, and mutual problem-solving, participants will advance their collaborative and respectful supervision practice.

The Contractor shall conduct Clinical Supervision Training that will:

- A. Enhance competencies of supervisors to assess, impact, develop, strengthen, and reinforce competencies of supervisees;
- B. Ensure that supervisors engage in their own ongoing self-assessment of both the SCRCP competencies and the development of supervisor competencies derived from Best Practices and American Psychological Association Supervision Guidelines;

C. Support supervisors to ensure ongoing self-assessment, feedback, alliance or relationship formation and monitoring, client outcome monitoring, all within a collaborative supervision framework that functions within the hierarchical one; and

D. Enhance competencies of supervisees to work with and learn from their supervisors.

4. **COMPONENTS.** The Clinical Supervision Training provided by Contract shall have two components: training and program assessment. Below provides a brief overview of each training component explained in more detail in Section 5. Services:

A. **Clinical Supervision Training:** Contractor shall provide two (2) Clinical Supervision Training Project Directors responsible for designing and implementing the training.

i. The training shall be delivered by well-qualified trainers as a one-time, self-guided learning event and is open to any clinical supervisor in one of the participating 10 county areas.

ii. Below is a brief overview of the training program to be covered by Contractor during these trainings:

a. **Foundations of Supervision Practice** will include:

- 1) A one-day (7 hour) launch of the University of Redlands course, EDUCCS 500 (Fundamentals of Competency-Based Supervision) delivered in person and 4 special topics workshops (see below);
- 2) 18 two-hour online sessions of the University of Redlands course, EDUCCS 500 (Fundamentals of Competency-Based Supervision) delivered on an approximately biweekly schedule between September 16 2019 and May 31, 2020;
- 3) A curriculum to support this training, including PPT slides, readings and videos;
- 4) As part of the curriculum development, prospective students will be surveyed about their needs;
- 5) During the training year (September 2019 to September 2020) students will have University of Redlands email accounts and library access;
- 6) Training and ongoing monitoring of the multiple trainers involved in the project to ensure consistency across trainers;
- 7) Ongoing assessment/feedback of trainee competence;
- 8) Development and implementation of a supervisor simulation that can be used both for self-assessment – and by the participating counties to assess supervisees;
- 9) Development of a knowledge-based assessment of competency-based supervision; and
- 10) Certificate of completion/CE verification.

b. **Special Topics Workshops** will include:

- 1) Survey to determine with topics are most salient for this population of supervisors;
- 2) Curriculum development and delivery of four one-day (8 hour) events;
- 3) Identifying instructors with the special knowledge necessary for those workshops;

- 4) Assessment of knowledge, post-training;
- 5) Certificate of completion/CE verification;

c. **Training the Trainers** will include:

- 1) A curriculum to support this training, including PPT slides, readings and videos;
- 2) 10 two-hour online meetings during a 6-month period;

d. **Overall Project** will include:

- 1) A project assessment and evaluation report; and
- 2) A “lessons learned” report to the SCRP.

B. Program assessment.

- i. Data will be obtained about both training processing and training outcomes for all four initiatives, identified below.
- ii. A summary of the evaluation will be provided at the conclusion of the project, with a discussion of lessons-learned and implications for the counties involved in this consortium.

5. **SERVICES.** This project for Clinical Supervision Training will be run by the Center for Advanced Professional Education at the University of Redlands. The project directors will be Rodney Goodyear, Ph.D. and Carol Falender Ph.D. who will be responsible for designing and implementing the training. Training will be provided in person and on-line in order to address distances across the counties.

I. Training will include four initiatives, which are outlined as follows:

A. Foundations of Supervision Practice.

- i. One year of systematic supervision training for licensed clinical staff in the 10 counties. This includes both didactic and experiential components, including the opportunity for supervision-of-supervision experiences. The details of this training are as follows:
 - a. Number of trainees: A total of between 120 and 150, chosen from across the 10 counties.
 - b. Necessary qualifications: All would need to (a) be licensed in one of the mental health professions, and (b) currently have assigned supervisees with whom they are working.
 - c. The benefits of participating in the training (in addition to increased competence) for those who complete Initiative 1, are as follows:
 - 1) Participants would receive CE credits for participation that would be recognized by either the CA Board of Behavioral Sciences or the CA Board of Psychology. For the latter, CE credits would be provided by The Practice Institute, which is approved by the American Psychological Association to provide continuing education;
 - 2) Participants would receive University of Redlands continuing studies course credit; and
 - 3) Participants may qualify to become an NBCC Approved Clinical Supervisor.

- d. Course delivery formats: the program would be delivered online, biweekly in a synchronous format. Students would stay together as a cohort during the year. Classes would be delivered as “didactic-practica:” that is, each would include both lecture-discussion that focuses on particular content and also supervision of the supervision that the participants are delivering.
- e. The topics to be covered in training are as follows:
 - 1) Roles and functions of clinical supervisors;
 - 2) Multicultural diversity issues in clinical supervision;
 - 3) Models of clinical supervision;
 - 4) Methods and techniques in clinical supervision;
 - 5) Mental health–related professional development;
 - 6) The supervisory relationship;
 - 7) Identifying and repairing strains and ruptures to the relationship;
 - 8) Personal factors, reactivity, and countertransference;
 - 9) Self-care;
 - 10) Inadequate and harmful Supervision;
 - 11) Group supervision;
 - 12) Legal and ethical issues in clinical supervision;
 - 13) Evaluation of supervisee competence;
 - 14) Gatekeeping and addressing problems of competence; and
 - 15) Evaluation of the supervision process.
- ii. Note: Anticipating 10 people per group, this would entail 12-15 training groups depending on total enrollment. Drs. Falender and Goodyear would each lead at least one group. But in addition, they would draw from their network of supervision experts to staff the other groups.

B. Special Topics in Supervision.

- i. Contractor will provide training on four specific topics on a quarterly basis throughout the first year.
 - a. Contractor will design and deliver 4 special topics workshops (costs will include presenters’ honoraria and any travel costs, facilities costs, and costs of such technology such as webinar platforms).
 - 1) Costs for individual workshops will vary, but will not exceed \$5,000 each.
 - b. Two of the topics -- supervising therapists working with trauma and multicultural supervision – already are determined. The other two would be developed based on a needs assessment that will be conducted at a TBD time.
 - c. These training events will be delivered via webinar with no enrollment restrictions.

C. Training the Trainers.

- i. This training is important as a means of sustaining workforce development. Each of the participating counties would nominate 3 people (total n = 30) who would participate first, in the Foundations of Supervision Practice program, and then continue on into the second year for an additional 6 months of biweekly (i.e., 12) online, synchronous sessions. It would begin with an in-person event in Pomona.

- a. These sessions will build on the topics covered during the first year of training, with the emphasis now on how to develop those competencies in the supervisors they will train.
- b. Note: Anticipating 10 people per group, this would entail 3 training groups. Drs. Falender and Goodyear would each lead at least one group. It is likely that a third group would be led by someone from their network of supervision experts.

D. Role Induction: Preparing Supervisees for Supervision. Trainees benefit from supervision to the extent that they understand and are able to take advantage of its processes. This brief training of approximately 3 hours is designed to be open to all students and early career professionals who are participating in supervision in the 10-county area. The intention is to prepare them to get the most out of their supervision. Most will already have had some supervision before they get to this point, but it is not always good supervision. This training would (a) help them get more out of supervision and understand their rights as supervisees, and (b) give a rudimentary preparation for the supervision they will eventually provide once they are licensed professionals.

- i. The training would be delivered as a one-time, self-guided learning event. Open to any unlicensed supervisee in one of the participating 10 county areas. Once launched, this training would continue to be available on demand.

II. Program assessment: Assessment will be a key feature of this program and is congruent with the program's competence-based focus which requires articulating training goals and then assessing the extent which they are met.

A. Assessing Training processes

- i. Each contact with trainees (one-time events; biweekly sessions; etc.) will conclude with an opportunity for them to evaluate the training experience;
- ii. Specifically: ratings of how effective the training was and open-ended questions concerning both what they found to be helpful and what could be improved. This data will be used as formative feedback to help shape subsequent training.

B. Assessing Training outcomes.

- i. Three types of outcome data will be obtained for the **Foundations of Supervision Practice** and **Training the Trainer** initiatives.
- ii. **The Special Topics in Supervision and Role Induction: Preparing Trainees for Supervision** would involve assessing only the first two of these (knowledge and self-efficacy):
 - a. Knowledge: how much did participants learn about models, concepts, and ideas?
 - b. Self-efficacy: how confident are participants that they can engage in the desired competencies? An example of such a measure can be found in Attachment A, which will be administered pre- and post-training. An analogous measure will be developed for the **Training the Trainer** initiative.
 - c. Competence: Competence assessment will involve the use of simulations and the assessment of real performance. This will draw from the literature in training on simulations and social work as well as knowledge based assessment of content of the training.
- iii. Develop and Implement a trainee feedback and assessment protocol.

- a. This will involve developing a plan and field testing a protocol, then training actors and actresses who will serve as supervisees in an online session with each trainee at the conclusion of training. We will give feedback to the trainees about their performance and the data will be used as part of the final evaluation assessing training outcomes.

ATTACHMENT A Supervisor Self-Efficacy Scale

Supervisor Self-Efficacy Scale

Following is a list of supervision competencies. For each, please rate your confidence in being able to perform each one

	Not at all confident	2	Neither confident nor unconfident	4	Very confident
1 Coordinate with other professionals responsible for the supervisees' education and training to ensure communication	1	2	3	4	5
2 Attend to diversity issues across populations and settings in clinical work and in clinical supervision.	1	2	3	4	5
3 Use technology in supervision (including distance supervision).	1	2	3	4	5
4 Incorporate technology (e.g., audio-video monitoring or recordings) when supervising clinical care.	1	2	3	4	5
5 Provide supervision that is anchored in the current evidence base	1	2	3	4	5
6 Attain and maintain competence in the clinical areas of focus in	1	2	3	4	5
7 Adjust the style and focus of supervision to the supervisee's level of professional development	1	2	3	4	5
8 Balance between the supervisee's clinical and training needs	1	2	3	4	5
9 Develop and maintain self-awareness regarding my diversity competence, which includes attitudes, knowledge, and skills.	1	2	3	4	5
10 Establish a respectful supervisory relationship that is sensitive	1	2	3	4	5
11 Facilitate the diversity competence of my supervisee.	1	2	3	4	5
12 Pursue ongoing training in diversity competence as part of my professional development and life-long learning.	1	2	3	4	5
13 Be aware of and responsive to the effects of oppression, bias, prejudice, and stereotyping in clinical work and in clinical	1	2	3	4	5
14 Model diversity competence by client/patient advocacy and promoting change in organizations and communities in the best	1	2	3	4	5
15 Stay well-informed about the scholarly literature concerning diversity competence in supervision and training.	1	2	3	4	5
16 Implement promising diversity competence practices for navigating conflicts among personal and professional values in	1	2	3	4	5
17 Intentionally infuse and integrate the dimensions of diversity in all aspects of professional practice	1	2	3	4	5
18 Monitor the effects of values, attitudes, beliefs, and biases on	1	2	3	4	5
19 Appropriately manage own emotional reactivity toward	1	2	3	4	5
20 Create and maintain a collaborative supervisory relationship that promotes the supervisees' competence.	1	2	3	4	5
21 Specify the responsibilities and expectations of the supervisee and supervisor in the supervisory relationship.	1	2	3	4	5
22 Identify expected training program competencies and performance standards, and assist the supervisee to formulate	1	2	3	4	5
23 Review regularly the effectiveness of the supervisory relationship	1	2	3	4	5
24 Maintain boundaries between supervision and psychotherapy, such as when addressing supervisee reactivity	1	2	3	4	5
25 Identify and resolve relationship strains when they occur	1	2	3	4	5
26 Set and maintain appropriate boundaries with the supervisee	1	2	3	4	5
27 Teach knowledge, skills, and attitudes associated with professionalism, and model these in my own comportment and	1	2	3	4	5

EXHIBIT B
PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$254,000**.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment is a Flat Fee for Services as indicated in Exhibit B-1 (Schedule of Rates and Contract Maximum) which includes all travel and expenses.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed at the completion of each training event. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and an authorization form, if applicable.
 - B. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road,
Santa Barbara, CA 93110
ap@sbcbbwell.org
4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1

SCHEDULE OF RATES AND CONTRACT MAXIMUM

Year 1			
Service	Unit Reimbursement	Cost per Unit	Total Maximum Contract Value
Project Oversight – including interfacing with 10 counties, creating curriculum, organizing in-person launch, training and monitoring the trainers. Working with instructional designer to develop role induction video.	2 Clinical Supervision Training Project Directors: Goodyear and Falender	\$22,000 Each	\$44,000
Staff Assistant -	½ FTE time for 12 months		\$25,000
Course Instruction for Foundations of Supervision Practice	15 groups – 18 2-hour meetings (36 Hours) total	\$5,000 Each	\$70,000
Facilities and Food Cost	1 in-person event in Pomona	\$10,000	\$10,000
Design and Deliver 4 special topics workshops	4 special topics workshops	Up to \$5,000 Each	\$20,000
Instructional Designer for Role-Induction Training Video	1 Instructional Designer		\$17,500
Development and implementation to create trainee feedback and assessment protocol	1 Test		\$11,500
Total Maximum Contract amount not to exceed (FY 19-20)			\$198,000

Year 2			
Service	Unit Reimbursement	Cost per Unit	Total Maximum Contract Value
Project oversight for Train the Trainers (responsible for up to 30 trainees)	2 Clinical Supervision Training Project Directors: Goodyear and Falender	Goodyear and Falender: \$11,500 Each	\$23,000
Staff Assistant	¼ FTE time for 6 months		\$12,500
Course instruction for one group of trainees for Train the Trainers	1 Instructor		\$3,500
Course Instruction for Train the Trainers	Dr. Falender and Dr. Goodyear to teach one (1) course	\$3,500 Each	\$7,000
Program Assessment / Evaluation of the entire project			\$10,000
Total Maximum Contract amount not to exceed (FY20-21)			\$56,000

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (FOR PROFESSIONAL CONTRACTS)

1. 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.

2. 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.

3. 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:

- i. **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.
- ii. **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.
- iii. **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.

- iv. **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:

- i. **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).
- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- iv. **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.
- v. **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.
- vi. **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".

- vii. **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.
- viii. **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.
- ix. **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.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c) 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.
- xi. **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.