

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The Council on Alcoholism and Drug Abuse (CADA) with an address at 232 E. Canon Perdido, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Holly Benton, Deputy Chief Probation Officer, at phone number (805) 803-8588 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Whiteley at phone number (805) 963-1433 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Holly Benton, Deputy Chief Probation Officer
Santa Barbara County Probation
2121 S. Centerpointe Parkway
Santa Maria, CA 93455
Fax # (805) 803-8588

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

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 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. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in

CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or

in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately

upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be

cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

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

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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


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

ATTEST:

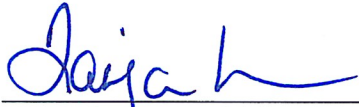
Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

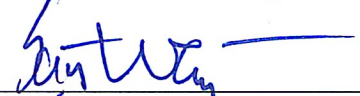
By: 
Gregg Hart
Chair, Board of Supervisors
Date: 5-19-20

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

By: 
Tanja Hejtman, Chief
Department Head

CONTRACTOR:

Council on Alcoholism and Drug Abuse

By: 
Authorized Representative
Name: SCOTT WHITELEY
Title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: 

Risk Management

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

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

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

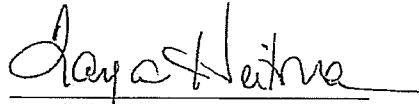
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Gregg Hart
Chair, Board of Supervisors

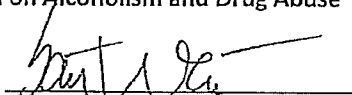
Date: _____

RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT

CONTRACTOR:

Council on Alcoholism and Drug Abuse

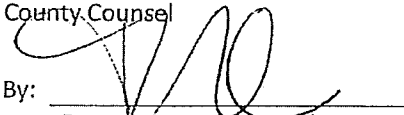
By: 
Tanja Heitman, Chief
Department Head

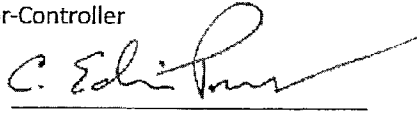
By: 
Authorized Representative

Name: SLOTT WHITELEY
Title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
Risk Management

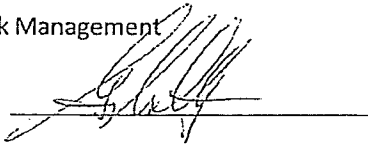
By: 
Risk Management

Exhibit A

Statement of Work

- I. **CONTRACTOR shall provide Multidimensional Family Therapy (MDFT) to probation-supervised youth (aged 12 through 18) and their families upon referral by COUNTY, as described in this statement of work, for youth and families residing in the Santa Barbara/Goleta area.**

- a. Description of Component:

MDFT is a comprehensive evidence-based family-centered treatment intervention that addresses youth problems and disorders. The intervention targets substance abuse, delinquency, antisocial and aggressive behaviors, school and family problems, and emotional difficulties. It is provided to youth and their parent(s) or guardian(s) and addresses individual, family, and environmental factors that contribute to problems. It also seeks to improve coping, problem-solving and decision-making skills. The intervention is provided in four integrated domains: Adolescent, Parent, Family, and Community. Additional information on the intervention can be found at www.mdft.org.

- b. Unit of Service per Client Defined:

Duration of service per referral: Services per referral shall be provided for a maximum of three (3) months. Services may be terminated under certain circumstances (i.e., long-term detention, non-participation, relocation, etc.) upon consultation with and approval by COUNTY. Upon prior approval of COUNTY, CONTRACTOR may retain a youth in services beyond three (3) months for a maximum of 24 sessions, without interruption, by treating the youth as a new referral. Such a continuation of services will count toward the maximum of 15 total referrals.

Frequency of contact: CONTRACTOR shall provide up to 24 sessions involving the Adolescent, Parent, Family, or Community domains. CONTRACTOR may provide up to three (3) total sessions per week to accommodate youth and family availability, but should otherwise schedule sessions at twice per week.

- c. Budgeted Service Level:

CONTRACTOR shall serve up to 15 referred youth and their families for a maximum of up to three (3) months for 24 total sessions during that time.

The cost for providing the curriculum as described is \$63.32 per session.

CONTRACTOR shall initiate and provide services to all youth and families referred by COUNTY and shall not view any referral as discretionary.

d. Locations of Service:

Sessions and associated services are to be performed at CONTRACTOR'S office locations, including any locations specifically obtained for the purpose of providing the services subject to this Agreement. Sessions may be provided at a youth's home upon request by CONTRACTOR, with the permission of the parent(s) or guardian(s), and authorization by COUNTY.

e. Hours of Operation:

Monday through Friday between the hours of 8:00 AM and 8:30 PM as scheduled by the therapist, youth, and their family in order to meet treatment needs. Modification to this schedule can be made upon request of CONTRACTOR and approval of COUNTY when doing so facilitates participation and attendance.

f. Treatment Position Title:

Treatment Therapist

g. Qualifications of Position:

1. Services shall be provided by a licensed Masters level Marriage and Family Therapist (MFT) or registered Associate MFT who is supervised according to licensing rules or industry standards. The equivalent to an MFT or Associate MFT such as a Master of Social Work is acceptable for the positions. CONTRACTOR will provide the appropriate level of clinical supervision as required for licensure. The therapist should have a background in evidence-based practices, including trauma-informed care, and a background working with justice system-involved youth, families, and persons from diverse cultural and socioeconomic backgrounds. CONTRACTOR shall ensure the therapist is trained in Motivational Interviewing techniques.
2. CONTRACTOR shall ensure that all staff providing services under this contract are fully trained and certified in the curriculum or intervention utilized. CONTRACTOR shall notify COUNTY of any program staffing changes.
3. CONTRACTOR shall ensure trained persons are available to perform all services described in this agreement during its inclusive dates.
4. COUNTY anticipates that Spanish language skills will be necessary for service delivery to some youth and families therefore, CONTRACTOR shall prioritize bilingual and bicultural skills in its service plan.

h. Client Referral and Attendance Monitoring:

1. CONTRACTOR shall only provide services under the Agreement to youth and families referred by COUNTY. CONTRACTOR shall not provide services under this contract to youth and families not referred by COUNTY.
2. CONTRACTOR shall make initial contact with referred youth or family within three (3) business days of referral and begin providing services within five (5) business days of that contact.
3. If CONTRACTOR determines referred youth or family is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY within 24 hours of that determination. CONTRACTOR may discontinue suitability determinations, intake functions, and assessment activity with a referred youth and family upon notification to COUNTY.
4. CONTRACTOR shall notice COUNTY within five (5) business days if unable to make contact or begin services within prescribed time, or if youth has two (2) consecutive unexcused absences.
5. CONTRACTOR shall provide weekly status reports in a format approved in advance by COUNTY. The weekly status reports shall include the names of all youth receiving services, those awaiting services, the referral and enrollment dates for each, the number of sessions attended and missed, and program end dates.
6. CONTRACTOR shall provide, with each monthly invoice, a summary of activities performed by all staff persons providing services under this agreement and which correlate to hours coded by them on individual time sheets.

i. Performance Measures

1. 85% of youth referred will enroll in services (Number and % of youth enrolled by service).
2. Enrolled youth will participate in a minimum of 60% of sessions (Number and % of youth participating by service).
3. 80% of youth will complete the intervention and will be successfully discharged. Successfully discharged is defined as: Completion of no less than 12 sessions and completion of a pre/post TCU V and TCU Adolescent Screening Form A, by youth.

4. 80% (number and %) of youth complete no less than 12 sessions and complete a pre/post TCU V and TCU Adolescent Screening Form A.
5. 45% of youth will report a reduction in drug use as measured by the TCU V (pre/post) question 13.
6. 85% (number and %) of youth will improve (or maintain) their grade point average (GPA) over the 4 months of entering the program (measured by internal program records, survey of mentored youth).
7. 85% of youth will show improvement on each of the 6 domains of the TCU Adolescent Screening Form A between pre and post-test.
8. Data correlating to these performance measures will be provided to the COUNTY on a quarterly basis, beginning October 31, 2020.
9. Upon requests CONTRACTOR shall provide COUNTY with additional information or data elements related to the services performed.

II. CONTRACTOR shall provide Seeking Safety to probation supervised female offenders (aged 12 through 18) referred by COUNTY, as described in this statement of work, for medium and high risk juvenile offenders residing in the Santa Barbara/Goleta region.

a. Description of Component:

Seeking Safety is an evidence-based treatment intervention that provides coping skills to help youth attain safety from trauma and/or substance abuse. It directly addresses both trauma and addiction, but without requiring clients to delve into the trauma narrative. It can be conducted over any number of sessions available. It is highly flexible and can be conducted in a group or individual format for different gender, age, and setting considerations, and for any type of trauma or substance, or both. Seeking Safety offers 25 topics that represent a safe coping skill. They can be conducted in any order and scaled to accommodate available treatment sessions. Its key principles are:

1. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions);
2. Integrated treatment (working on both trauma and substance abuse at the same time);
3. A focus on ideals to counteract the loss of ideals in both trauma and substance abuse;
4. Four content areas: cognitive, behavioral, interpersonal, case management;
5. Attention to clinician processes (clinicians' emotional responses, self-care, etc.)

Additional information on Seeking Safety can be found here:

<https://www.treatment-innovations.org/seeking-safety.html>

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

CONTRACTOR shall provide a total of two (2) cohorts of the Seeking Safety curriculum in its entirety throughout the contracted period. A cohort, under this Statement of Work, is defined as a group of up to 15 youth that participate together in weekly one (1) hour sessions until the curriculum is completely delivered. The curriculum is completely delivered when all 25 of the safe coping skills are provided to the cohort. Cohorts are not considered closed groups, and youth may be referred to and participate in a cohort at any time during its delivery.

CONTRACTOR shall completely deliver the curriculum for each cohort within 25 total hours. CONTRACTOR shall deliver the curriculum based on the needs of each cohort's participants as indicated by the referring Probation Officer(s), and by the facilitator at the start of the cohort and during the course of its delivery. CONTRACTOR shall have the discretion to decrease or increase the amount of time spent on any given safe coping skill based on those identified needs so long as all 25 skills are provided within 25 total hours.

CONTRACTOR shall facilitate two (2) total cohorts in Santa Barbara/Goleta with one (1) cohort being completed in the first six (6) months of the fiscal year, and the other cohort being completed in the second six (6) months of the fiscal year.

C. Budgeted Service Level:

CONTRACTOR shall provide the Seeking Safety curriculum to up to two (2) cohorts of youth referred by COUNTY with each cohort consisting of up to 15 participants.

The cost for providing the curriculum as described is \$1,583.00 per cohort, or \$3,166.00 for two (2) total cohorts. This is based on one (1) facilitator providing the curriculum per cohort at a rate of \$63.32 per session, and one (1) additional hour of indirect support activities per session in each cohort at a rate of \$63.32.00. Indirect support activities include preparation for a session, case note completion after a session, documentation, statistical and performance measure compilation and reporting, contact with youth, her family, and COUNTY staff to coordinate services, and related activities.

This agreement assumes that the curriculum will be completely delivered in no less and no more than 25 total hours. However, in the event a cohort is delivered in less than 25 hours, COUNTY shall compensate CONTRACTOR for the hours, or sessions, actually completed.

CONTRACTOR shall initiate and provide services to all youth referred by COUNTY, and shall not view any referral as discretionary.

c. Hours of Operation:

Monday through Friday between the hours of 8:00 AM and 8:30 PM as scheduled by the therapist, youth and their family in order to meet treatment needs. Modification to this schedule can be made upon request of CONTRACTOR and approval of COUNTY when doing so facilitates participation and attendance.

d. Treatment Position Title:

Treatment Therapist

e. Qualifications of Position:

1. Services shall be provided by a licensed Master's level Marriage and Family Therapist (MFT) or registered Associate MFT who is supervised according to licensing rules or industry standards. The equivalent to a MFT or Associate MFT such as a Master of Social Work is acceptable for the positions. CONTRACTOR will provide the appropriate level of clinical supervision as required for licensure. The therapist should have a background in evidence-based practices, including trauma-informed care, and a background working with justice system-involved youth, and persons from diverse cultural and socioeconomic backgrounds. CONTRACTOR shall ensure the therapist is trained in Motivational Interviewing techniques.
2. CONTRACTOR shall ensure that all staff providing services under this contract are fully trained and certified in the specific curriculum or intervention utilized. CONTRACTOR shall notify COUNTY of any program staffing changes.
3. CONTRACTOR shall ensure trained persons are available to perform all services described in this agreement during its inclusive dates.
4. COUNTY anticipates that Spanish language skills will be necessary for service delivery to some youth and families, therefore, CONTRACTOR shall prioritize bilingual and bicultural skills in its service plan.

f. Client Referral and Attendance Monitoring:

1. CONTRACTOR shall only provide services under this Agreement to youth and families referred by COUNTY.
2. CONTRACTOR shall attempt contact with referred youth or family within three (3) business days of referral, and begin enrollment/intake activities within five (5) business days of that contact in anticipation of inclusion in a planned cohort.
3. If CONTRACTOR determines referred youth or family is not appropriate for the services provided under this Agreement, CONTRACTOR shall notify COUNTY within 24 hours of determination. CONTRACTOR may discontinue suitability

determinations, intake functions, and assessment activity with a referred youth and family upon notification to COUNTY.

4. CONTRACTOR shall notice COUNTY within five (5) business days if unable to make contact or begin services within prescribed time, or if youth has two (2) consecutive unexcused absences.
5. CONTRACTOR shall provide weekly status reports in a format approved in advance by COUNTY. The weekly status reports shall include the names of all youth receiving services, those awaiting services, the referral and enrollment dates for each, the number of sessions attended and missed, and program end dates.
6. CONTRACTOR shall provide, with each monthly invoice, a summary of activities performed by all staff persons providing services under this Agreement and which correlate to hours coded by them on individual time sheets.

g. Performance Measures

1. 80% of youth referred will enroll in services (Number and % of youth enrolled by service).
2. Enrolled youth will participate in a minimum of 60% of sessions (Number and % of youth participating by service)
3. 70% of youth will complete the intervention and will be successfully discharged. Successfully discharged is defined as: Completion by youth of at least 17 sessions within the cohort period and completion by youth of the TCU TRMA Form – PTSD pre- and post-test survey and the TCU ADOL Form A.
4. 85% of youth will show improvement in four (4) of the six (6) domains of the TCU Adolescent Screening Form A between pre and post-test
5. 45% (number and percent) of youth will show a reduction in total score on the TCU TRMA FORM-PTSD at post-test
6. Data correlating to these performance measures will be provided to the COUNTY on a quarterly basis, beginning October 31, 2020.
7. Upon requests CONTRACTOR shall provide COUNTY with additional information or data elements related to the services performed.

III. OTHER SERVICE REQUIREMENTS:

a. Criminal Records Check

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

Prospective CONTRACTOR staff or volunteer may commence services only after the results of the live scan have been reported to COUNTY and COUNTY deems the person suitable for work pursuant to this Agreement. Failure by CONTRACTOR to comply with the criminal record check requirements may result in withholding of invoice payments until compliant.

b. Required Staffing List and Criminal Law Violation Notification

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

c. Staff Professional Standards

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

d. Drugs and Alcohol

CONTRACTOR shall not allow the use or possession of drugs or alcohol in the workplace.

e. Incident Reporting

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

f. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Health Insurance Portability and Accountability Act (1996) regulations; Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2, 5328, and 827; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 13330. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
2. CONTRACTOR shall have any employee providing direct services under this agreement review and individually sign the Photography/Video Restriction Notice (Attachment A-2). CONTRACTOR shall provide to COUNTY the original signed notice prior to the delivery of direct services.

g. Status Reports

1. CONTRACTOR will routinely provide written status reports to COUNTY in a format approved of by COUNTY and delivered to such places and times as directed by COUNTY.
2. CONTRACTOR shall complete the Services Summary Worksheet (please refer to ATTACHMENT A-3) to include a complete list of clients served and services provided. CONTRACTOR shall submit the Services Summary Worksheet electronically in Excel format with monthly invoices. COUNTY shall provide an electronic version of the Services Summary Worksheet to CONTRACTOR at start of contract period.
3. CONTRACTOR shall complete a monthly Services Summary Worksheet to include a complete list of clients served, services provided, results of Pre- and Post-surveys and Pre- and Post-activities.

h. Meetings and Coordination with Other Providers

1. CONTRACTOR shall participate in meetings held by COUNTY concerning the services delivered under this Agreement, including but not limited to, services concerning the treatment of a specific youth, probation unit meetings, or agreement requirements, as well as those routinely held for the benefit of a detained youth at the juvenile hall or camp programs.

2. CONTRACTOR shall coordinate with other youth-serving organizations and agencies as necessary regarding treatment services for a referred youth for purposes of continuity of care and other services.

i. Training

1. CONTRACTOR shall insure all employees providing the Seeking Safety curriculum under this agreement have viewed the four and one-half hour DVD-based training material provided by COUNTY, prior to providing the service to any youth on or before July 24, 2020.
2. CONTRACTOR shall certify its employees have completed the required training by indicating the date(s) of completion for each employee accompanied by that employee's signature and his or her supervisor's signature.
3. CONTRACTOR will insure all employees maintain a valid First Aid and CPR certification at no cost to COUNTY.
4. CONTRACTOR staff performing work under this agreement shall participate in at least one (1) training session or class on Evidence-Based Practices in consultation with and at no cost to COUNTY



PROBATION DEPARTMENT
County of Santa Barbara

117 E. Carrillo St., Santa Barbara, CA 93101
(805) 882-3700 * Fax (805) 882-3651
www.sbprobation.org

TANJA HEITMAN
Chief Probation Officer

HOLLY L. BENTON
Deputy Chief Probation Officer
KIMBERLY SHEAN
Deputy Chief Probation Officer
SHAWN E. SMALL
Deputy Chief Probation Officer
DAMON FLETCHER, CPA
Administrative Services Director

[Name of individual or organization] and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** film, photograph and/or record any youth under the jurisdiction of the Santa Barbara County Juvenile Court and in custody at the Santa Maria Juvenile Hall (SMJH) or the Los Prietos Boys Camp (LPBC) within or outside these facilities, any youth out of custody but under the jurisdiction of the Santa Barbara County Juvenile Court, any personnel of the SMJH or LPBC, or the interior or exterior of the SMJH or LPBC, vehicles or equipment without the prior written consent of the County of Santa Barbara Probation Department.

If a film, photograph and/or recording is approved by Probation, [Name of individual or organization] and its respective employees, associates, affiliates, licensees, successors and assigns will **NOT** use or disseminate the film, photograph and/or recording in any way, including the Internet or any other digital transmission, without the prior written consent of the County of Santa Barbara Probation Department. The Probation Department and/or the Santa Barbara County Juvenile Court shall have the right to review, approve or exclude all images prior to any use or dissemination of the content. Should Probation and/or the Santa Barbara County Juvenile Court determine the image is inappropriate after approval, [Name of individual or organization] will immediately remove the content from use or view.

Printed Name

Signature Name

Date

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$30, 177.20**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A and ATTACHMENT A-1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **ATTACHMENT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **ATTACHMENT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and ATTACHMENT A-1**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

1. Invoice Format

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

2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

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

3. Invoice Timely Submission

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

4. Invoice Signature

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

5. Copies of Payroll Ledgers and Timecards

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

6. Administrative/Overhead Costs

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

7. Administrative/Overhead Documentation

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

8. Board of Directors List

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

F. OTHER FINANCIAL REQUIREMENTS

1. CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial report and related management letter (prepared by a Certified Public Accountant) to County along with

the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment

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

3. Fiscal Records

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

4. Inspection of Records

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

5. Access to Staff and Facilities

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

**ATTACHMENT B-1
SCHEDULE OF FEES**

	<u>Cost per Session</u>	Number of Sessions	<u>Total</u>
MDFT			
Maximum of 15 Youth			
Maximum of 24 Sessions per Youth			
(One youth, up to three hours per week for 12 weeks)			
Cost:	63.32	360	<u>22,795.20</u>
TOTAL PAYMENTS FOR SESSIONS NOT TO EXCEED:			<u>22,795.20</u>
Seeking Safety			
Maximum of two cohorts			
Total cost per cohort is \$3,166 (\$63.32 per one hour			
for up to 25 hours of direct service, and \$632.32 per			
one hour for up to 25 hours of indirect service support)			
Maximum of 25 Sessions per cohort			
Cost:	63.32	100	<u>6,332.00</u>
TOTAL PAYMENTS FOR COHORTS NOT TO EXCEED:			<u>6,332.00</u>
PROGRAM COMPONENTS SUBTOTAL:			29,127.20
SERVICES AND SUPPLIES			
Incentives (including food items)			500.00
Transportation			200.00
Program Materials, LiveScan, TB testing			<u>350.00</u>
TOTAL SERVICES AND SUPPLIES NOT TO EXCEED:			<u>1,050.00</u>
TOTAL CONTRACT NOT TO EXCEED:			30,177.20

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all

required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.