

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 Fighting Back Santa Maria Valley with an address at 201 South Miller Street #208, Santa Maria, CA 93454 (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. Edwin Weaver, Executive Director, at phone number (805) 346-1774 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) 803-8579

To CONTRACTOR: Edwin Weaver, Executive Director
Fighting Back Santa Maria Valley
201 S. Miller Street #208
Santa Maria, CA 93454
Fax # (805) 621-5859

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.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Fighting Back Santa Maria Valley

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

By: _____
Gregg Hart
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Tanja Heitman, Chief
Probation Department

CONTRACTOR:

Fighting Back Santa Maria Valley

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

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. Service Agreement

CONTRACTOR shall develop and provide a program of targeted interventions for probation-supervised youth (aged 12 through 18) referred by COUNTY. Targeted interventions mean an array of community-based interventions provided to youth under probation supervision in response to delinquent behavior, technical violations of probation, low level offending, and non-compliance with directives of Probation, school officials, the Juvenile Court, and/or parents. Interventions shall also address criminogenic needs identified by COUNTY. Referrals may be in lieu of formal court hearings and detention, and may be proactive based on case plan goals. Services will be for youth referred to CONTRACTOR in the Santa Maria geographic region of the County. The number and type of referrals will vary based upon population being served by COUNTY.

A. Description of Component:

1. CONTRACTOR shall provide services and interventions as described in this statement of work to youth referred by COUNTY at no cost to the youth and family. Youth referred by COUNTY will be on probation for a variety of offenses. Youth will also have histories of substance use and abuse, family and community violence, trauma, mental health needs, gang involvement, and poor academic performance, in addition to other risk factors and criminogenic needs. COUNTY will refer youth to the program for issues such as alcohol and drug use, status offenses, including truancy, running away, curfew violations, lower level statutory offenses including infractions and certain misdemeanors as defined by COUNTY, non-compliance with the terms of a conditional release from custody, and problems associated with school attendance, participation, and behavior on campuses, among other reasons.
2. CONTRACTOR shall provide services and interventions that form a structured response to the factors and issues described above, and which provide direction and accountability, reinforce pro-social behaviors, and encourage future compliance with probation requirements. CONTRACTOR will perform an initial intake and assessment of referred youth to identify specific needs, provide case management for targeted interventions with an emphasis on educational goals, and provide ongoing support. Services may include linkage to extracurricular activities, restorative justice opportunities, and mentorship. An appropriate system of rewards and incentives for compliance with interventions, reaching specified milestones, and program completion are to be developed by CONTRACTOR.
3. CONTRACTOR shall prioritize the use of evidence-based programming, but may utilize promising practices when necessary. For purposes of this agreement, evidence-based programming refers to those identified through empirical research and evaluation as being effective in achieving a specified goal and positively impacting outcomes. Various directories identify evidence-based programs, including those found at: <https://youth.gov/evidence-innovation/evidence-based-program-directories>, <https://www.samhsa.gov/ebp-resource-center>, and <https://nicic.gov/evidence-based-practices-ebp>. Promising practices are those that research has shown have some effectiveness but have not yet been proven effective through more rigorous evaluation. CONTRACTOR will notify COUNTY regarding the development of new interventions, the

assessment or modification of existing ones, and the status of a referred youth's participation in the program before such changes are made and implemented, and upon request of COUNTY. The programs and services to be utilized are limited to those approved by COUNTY, and include those currently in use by CONTRACTOR or proposed for the services under this Agreement as identified in the proposal submitted by CONTRACTOR to COUNTY on April 26, 2019 (Attachment A-4). These include:

- a. CONTRACTOR's established program "Foundations for Success," including its three components of Intake and Assessment of Needs, Case Management Services, and Direct Intervention and Support.
 - b. Community Resiliency Model as necessary to address emotional regulation during crisis interventions with youth.
 - c. Trust Based Relational Interventions as necessary to work with youth with histories of abuse, neglect, and maltreatment in a trauma-informed way.
 - d. Check, Connect, and Respect: a school-based mentoring and support program for truant youth with attendance problems and their families. Case management services seek to improve school involvement and attendance for elementary and junior high school aged youth.
4. CONTRACTOR shall insure that employees providing any intervention are adequately trained in services 3 a-d listed above and can competently provide these services and maintain program fidelity, including the use of any associated curriculum.

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

1. CONTRACTOR shall provide services and interventions to youth based on the nature of the referral as described by the referring deputy probation officer. Referrals to CONTRACTOR will be made for specific services and interventions based on a youth's individual needs as determined by COUNTY. Services are to be time-limited and treatment plans are to identify timeframes for accomplishing agreed upon goals. The length of services will depend on the programs and interventions utilized, and the dosage indicated in the referral by the referring deputy probation officer, as well as the youth's response to services and progress achieved. For purposes of this agreement, dosage refers to the number of hours of treatment or intervention provided to a specific youth. This will be determined largely by a youth's risk level and the intervention identified by the referring deputy probation officer. CONTRACTOR and COUNTY may collaborate and coordinate at any time regarding the appropriate level of dosage and indicated programming.
2. A unit of direct service is one (1) hour of actual service provided for any intervention, including those delivered individually to a referred youth or to a group of referred youth. For example, an hour of service delivered to an individual youth in one intervention will be viewed the same as an hour of service delivered to a group of youth in another intervention. Units of service are not viewed in terms of an intervention's total planned duration. As such, a youth who attends only one (1) hour of a five (5) hour intervention will have accumulated one (1) hour of service and not five (5) hours.

3. For purposes of this Agreement, only direct service provided by CONTRACTOR to a youth, activities indirectly associated with service delivery to a youth, and ancillary activities performed in support of those services, may be considered in determining the duration of service per referred youth in terms of staff time.
4. Duration of service includes but is not limited to: direct service provision to a youth; intake or admission functions; assessment; closure or termination functions; review of referral document and information; case plan development; case management; progress reports; and consultation with COUNTY.
5. The frequency of contact between CONTRACTOR and a referred youth will depend on the reasons for the referral and the specific intervention and dosage that is indicated. CONTRACTOR will maintain the level and frequency of contact established for the planned intervention and dosage, not including any intake function or any attendant issues that may influence the course of the intervention. CONTRACTOR will not provide services or dosage outside the scope of initial referral without prior consultation with and approval from COUNTY. CONTRACTOR agrees that frequent contact with a youth in any case is an integral part of service delivery.
6. Contact for purposes of this Agreement means the number of occasions when direct services are provided to a referred youth. Contact does not include any of the other activities identified above.

C. Budgeted Service Level:

1. This Agreement does not specify a minimum or maximum number of referrals made by COUNTY to CONTRACTOR, except that the number of youth referred cannot exceed the amount supported by the Agreement budget, which is a total of \$29,155. The amount of referrals made is reliant on the number of youth who engage in the kinds of behaviors described in this statement of work and who are suitable for referral to the program.
2. The budgeted service level is based on the amount of direct service contacts authorized and performed per referred youth, as well as indirect and ancillary activities performed in support of the services provided under this Agreement.
3. The budgeted service level is based on a rate of \$35.00 per hour.
3. CONTRACTOR maintains primary responsibility for tracking expenditures and the amount of contacts and direct service hours that can be sustained over the course of the agreement as interventions are offered. Based on the total budget amount, the maximum amount of hours that can be provided under this agreement is 833 hours.

D. Locations of Service:

Services are to be provided at CONTRACTOR office locations and facilities. They may be provided at specified COUNTY locations with the prior approval of COUNTY when appropriate, and may be provided at community locations and school sites. Services are **not** to be provided at a youth's home.

E. Hours of Operation:

Monday through Saturday during the hours of 8:00am and 8:30pm as scheduled by the provider, youth, and/or parent, 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. Program Position Titles:

Program Specialist

G. Qualifications of Positions:

1. Services shall be provided by a qualified employee with a minimum of a Bachelor's Degree in a subject such as education, counseling, criminal justice, social work, or related subject, or one (1) year of experience in a youth-serving profession.
2. CONTRACTOR will provide the appropriate level of clinical or employment supervision as required. Program Specialists should have an understanding of trauma-informed care, a background working with justice system-involved youth, and ability to work with persons from diverse cultural and socioeconomic backgrounds. CONTRACTOR shall ensure the Program Specialists are trained in working with at-risk youth.
3. 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 in advance whenever practical, but within three (3) business days in any case.
4. CONTRACTOR shall ensure trained persons are available to perform all services described in this Agreement during its inclusive dates.
5. 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 serve 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 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 individual service or inclusion in a planned group.
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 said notification to COUNTY.

4. CONTRACTOR shall notice COUNTY within five (5) business days if unable to make contact or begin services within proscribed time, or if youth has two (2) consecutive unexcused absences for scheduled services.
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 percent of youth enrolled by service).
2. Enrolled youth will participate in a minimum of 60% of sessions (Number and percent of youth participating by service).
3. 80% of youth will complete the intervention and will be successfully discharged. Successfully discharged is defined as: youth completes no less than an 18-week intervention, where caseworkers spend 6–8 hours per week with the youth in their home, school, and/or community, and complete a pre/post TCU Adolescent Screening Form B and/or the TCU Drug Screen V.
4. 80% (number and percent) of youth complete no less than an 18-week intervention, where caseworkers spend 6–8 hours per week with the youth in their home, school, and/or community.
5. 70% (number and percent) of youth will show an increase in their weekly hours of homework/attendance in school (as measured by internal program records and survey of mentored youth).
6. 70% (number and percent) of youth will show a reduction in, or absence of, skipped school days over a period of 4 months from date of entering the program (as measured by internal program records and survey of mentored youth).
7. 85% (number and percent) of youth will show improved self-worth/self-esteem (requires pre/post-test) at month 4 of entering the program. This is achieved by using the TCU Adolescent Screening Form B (33 Likert questions) and recorded pre/post changes in the following 5 domains: Problem Solving Efficacy; Drug Resistance Efficacy; Assertiveness; General Invincibility; Optimism and Hope.
8. 45% (number and percent) of youth will show a reduction in substance abuse, or no abuse of substances, at month 12 of entering the program as measured via the TCU Drug Resistance scale in the TCU ADOL THINKFORM B and/or the TCU Drug Screen V ~ modified from 12 month look-back to potentially 3 or 6, and/or via survey of mentored youth.

9. 85% (number and percent) of youth will improve (or maintain) their grade point average (GPA) over the 4 months of entering the program (measured by internal program records and survey of mentored youth)
10. Data correlating to any and all performance measures will be provided to COUNTY on a quarterly basis, beginning October 31, 2020.
11. Upon requests, CONTRACTOR shall provide COUNTY with additional information or data elements related to the services performed.

II. OTHER SERVICE REQUIREMENTS:

A. Criminal Records Check

1. 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 do not require his/her presence at COUNTY locations, shall have a criminal record check. CONTRACTOR shall pay for any and all associated costs of the criminal record check. 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).
2. For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at COUNTY locations, COUNTY will conduct a criminal record check.
3. 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 complete and provide COUNTY with the Grant Staff Records Check form (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 services 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.

E. Confidentiality

1. CONTRACTOR agrees to maintain the confidentiality of client records pursuant to the Health Insurance Portability and Accountability Act (1996) regulations, Welfare and Institutions Code Section 5328 and the Code of Federal Regulations, Title 45, Section 205.50. These legal codes require a client (or client representative) release of information authorization specific to psychiatric treatment or a court order signed by a judge if patient authorization is unavailable. Other legal codes relating to confidentiality of youth records including: Welfare and Institutions Code Section 827; Welfare and Institutions Code Section 10850; Education Code Section 49076; and Penal Code Section 13303.
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 COUNTY with the original signed notice prior to the delivery of direct services.

F. Status Reports

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

G. 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.
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.

H. Training



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 Deputy 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

Proposal Submitted by CONTRACTOR to COUNTY

Fighting Back Santa Maria Valley (FBSMV) has been providing educationally supportive services, called Foundations for Success services to youth involved in foster care since February, 2015 and has recently expanded these services to youth on probation and youth at risk of being on probation since August, 2018 to youth grades K-12 through contracts with Santa Maria Bonita School District (SMBSD) and Santa Maria Joint Union High School District (SMJUHSD). FBSMV is proposing to provide Foundations for Success services to youth identified for both the diversion and alternative sanction services with the goal of helping these youth achieve educational success, stabilize their behaviors in the community, and reduce the likelihood to reoffend. Our Foundations for Success program is modeled after the only evidenced-informed program addressing the needs of students in foster care, the Treehouse Program, as well as through the Check, Connect and Respect truancy prevention and student support program (which is based on the evidenced based Check & Connect program identified on the Results First Clearinghouse). For more information regarding the model of services view the in link: <https://www.treehouseforkids.org/our-services/academic-support/>. The services provided in our Foundations for Success also incorporate other evidenced based practices identified on the Results First Clearinghouse such as Motivational Interviewing, Community Resiliency Model (CRM), Restorative Justice and Trust Based Relational Interventions (TBRI). Examples of these practices are outlined in the program details below.

Program Details

The Foundations for Success (FFS) program has 3 components 1.) Intake and Assessment of needs; 2.) Case management services; 3.) Direct intervention and support.

1. Intakes and Assessment of Needs-Once the youth has been identified and referred to the program the program specialist assigned to the school will make contact with the referring party and guardian to review services, get informed consents and releases of information to speak to other relevant team members. Program specialists will gather information from probation officers and guardians to identify possible needs related to the youth’s education, their strengths, their goals, and any other relevant history. The program specialist will also gather information regarding the youth’s grades, attendance, academic plans (IEP and 504) through consultation with teachers, counselors, psychologists and administrators. This information will help inform the program specialist on what specific educational support is needed.
2. Case Management Services-Program specialists will continually collaborate with school staff, probation officers and guardians to monitor client’s goals, identify barriers to daily attendance/poor grades, identify strategies to reduce barriers, evaluate needs continually, and modify plans as needed. Case management also includes possible referrals to the youth or family such as parenting classes, food/housing assistance, employment assistance, medical care, drug/alcohol services, mental health/counseling, sports organizations, spiritual support/churches, Grizzly academy, programs at colleges, etc. Based on information gathered in the assessment of needs program specialists will begin to meet with youth regularly and start to develop plans to increase academic success. The goals for Foundations for Success program are as follows:

Goal	Elementary School	Junior High School	High School
Goal #1	"C" Grade or Higher Achieved	"C" Grade or Higher Achieved	"C" Grade or Higher Achieved
Goal #2	Attend school every day on time	Graduate on Stage	20% of A-G Requirements Achieved
Goal #3	Involved in an Extracurricular Activity	Involved in an Extracurricular Activity	Involved in an Extracurricular Activity

3. Direct Intervention and Support- Program specialists meet with the referred youth at a minimum of 1 time a week to establish and maintain rapport with them, review their grades, attendance, and goals identified above. Program specialists will meet them more often as indicated. Program specialists will work on helping students improve grades, attendance and meet goals by pointing out their strengths and what is working and then use Motivational Interviewing techniques to help students identify barriers to their goals and increase motivation to make academic improvements. Program specialists will assist students in advocating for their academic needs by talking with teachers, counselors, administrators, etc. if the student needs a schedule change, academic accommodations based on their 504 or IEP, assistance with transportation, needs around school supplies/gym clothes/sports equipment, assistance around getting free or reduced lunch at school etc. Ideally these conversations with other school personal are done with the student so as to model and encourage problem solving, collaboration, communication skills, and relationship building; however, they can be done without the student until there are ready to do so. Program specialists may develop incentives for students in that if they make progress towards their goals they can earn a small reward to reinforce their good choices. Program specialists also assist students in getting connected to resources that will help them be successful not only in school but also in their home and community (see examples listed in #2). Program specialists will assist during crisis situations and will use CRM (Community Resiliency Model) skills to improve emotional regulation and make the appropriate referrals such as SAFTY, school psychologist, etc. if needed. Program specialists also consult with vice principals and campus security on any safety concerns and will use restorative justice approaches and conflict mediation with foster students to reduce possible suspensions. Program specialists will make home visits to assist with family/group home needs that might get in the way of the student attending school. If a youth is a junior/senior program specialists will ensure that the youth has completed there FAFSA in order to determine financial aid for college. Program specialists may coordinate college tours with youth, assist with college applications and link them to college advisors as indicated. Program specialists will also provide job coaching/ employment readiness skills to youth as indicated. Lastly, program specialist will provide regular updates to the probation officer and provide progress on goals identified. Program specialists may attend probation court, family meetings, or CFT meetings (if applicable) in order to speak to client's academic progress and needs and provide advocacy for youth.

TBRI®

Trust-Based Relational Intervention® (TBRI®) is a holistic approach that is multi-disciplinary, flexible, attachment-centered, and challenging. It is an evidence-based, trauma-informed intervention that is specifically designed for children who come from hard places, such as maltreatment, abuse, neglect, multiple home placements, and violence, but you'll see that the principles apply to all children. TBRI® consists of three sets of harmonious principles: Connecting, Empowering, and Correcting Principles, which you'll learn about more in this and other training modules.

TBRI® principles have been used in homes, schools, residential facilities, orphanages, and several other settings. They are designed for use with children and youth of all ages and all risk levels. TBRI® is effective because it is founded in research and theory and is based upon how optimal development *should* have occurred. By helping caregivers understand what should have happened in early development, TBRI® principles guide children and youth back to their natural developmental trajectory.

Edwin Weaver is currently a TBRI Practitioner. It is FBSMV intent to have 4 more TBRI practitioners by the end of summer 2019. In the event that a probation involved youth has need for TBRI to help them be successful in the school and the community, this intervention can be done with their parents in the home.

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 **\$29,155**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

- 1. Invoice Format

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

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

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

- 3. Invoice Timely Submission

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

4. Invoice Signature

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

5. Copies of Payroll Ledgers and Timecards

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

6. Administrative/Overhead Costs

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

7. Administrative/Overhead Documentation

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

8. Board of Directors List

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

F. OTHER FINANCIAL REQUIREMENTS

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.

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.