

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
SANTA BARBARA COUNTY
and
COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.

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 Community Health Centers of the Central Coast, Inc. (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

WHEREAS, COUNTY owns and operates ambulatory clinics in Lompoc, Santa Maria, Santa Barbara and Carpinteria; and

WHEREAS, COUNTY has an obligation to provide health care access that includes dental services; and

WHEREAS, CONTRACTOR is a California non-profit public benefit corporation, organized for the purpose of enhancing the health status of all people in the Central Coast of California, with special emphasis on the medically underserved in San Luis Obispo; and

WHEREAS, CONTRACTOR provides accessible, affordable, comprehensive and quality healthcare services, through well trained professional staff in strategically located health care centers and has recently received approval for expansion to an existing project scope by the Health Resources and Services Agency (HRSA) to include the New Cuyama Clinic as a health care center site; and

WHEREAS, COUNTY and CONTRACTOR acknowledge that they have similar missions and wish to further clarify and refine collaborations to more effectively serve residents of Santa Barbara County, enhance services and patient outcomes, and reduce service overlaps; and

WHEREAS, COUNTY, has a need to establish referrals for dental services for patients of the Santa Maria and Lompoc Health Care Centers; and

WHEREAS, CONTRACTOR has adult and pediatric patient dental clinics in Santa Maria and adult patient dental clinics in Lompoc and therefore is able to accept referrals for adult and pediatric patients at these locations; and

WHEREAS, these dental services will be provided in kind up to \$25,000 annually as specified in the COUNTY and CONTRACTOR Lease Agreement for the Cuyama Clinic building located at 4711 Highway 166, New Cuyama, CA 93254. .

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

1. **DESIGNATED REPRESENTATIVE.** Dan Reid, Public Health Department Assistant Deputy Director, Primary Care & Family Health Division, at phone number 805.681.5173 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Sophia Sosa, Chief Operating Officer (COO) number 805.931-2508 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 first class mail, postage prepaid, delivered as follows:

To COUNTY: Dan Reid
Primary Care & Family Health Division
Public Health Department
County of Santa Barbara
300 San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Ronald E.Castle, Chief Executive Officer
Community Health Centers of the Central Coast
150 Tejas Place, P.O. Box 430
Nipomo, CA 93444-0430
(805) 929-3211

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance upon final execution of this Agreement and shall continue on a year-to-year basis renewing automatically on July 1st of each year, and terminating on June 30, 2014, subject to such provisions for termination as contained herein and CONTRACTOR is in compliance with the Lease Agreement. CONTRACTOR acknowledges that this Agreement is based on the lease of a County owned building known as the New Cuyama Health Clinic. The Lease Agreement, A.P.N. 149-040-010, shall be independently executed and approved by the Santa Barbara County Board of Supervisors, but is contingent upon the execution of this Agreement. The term of the Lease Agreement shall run concurrent with the term of this Agreement. CONTRACTOR acknowledges that if the Lease Agreement is terminated by COUNTY, this Agreement shall also terminate.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR is granted a lease of a County owned building known as the New Cuyama Health Center rent free in exchange for providing eligible dental services up to \$25,000 annually to County patients without a third party payer source and referred by the Public Health Department under the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR and CONTRACTOR's dental health providers shall perform all of the services under this Agreement as independent contractors and not as employees of COUNTY. CONTRACTOR and CONTRACTOR's dental health providers understand and acknowledge that CONTRACTOR and CONTRACTOR's dental health providers 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.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that CONTRACTOR's assigned dental health providers have the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR's dental health providers 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. CONTRACTOR's assigned dental health providers shall be licensed California dentists, board eligible, and members in good standing.

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 and CONTRACTOR's dental health providers without additional compensation.

8. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY and CONTRACTOR shall be the owners of their respective work product created within the scope of this Agreement, including but not limited to the following, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Neither CONTRACTOR nor COUNTY shall release any documents related to the provision of dental services provided pursuant to this Agreement without the prior written approval of the other party.

12. **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 practices. CONTRACTOR is subject to quality of care and/or financial audits from PHD. Scheduling for these audits will be upon mutual agreement in a time frame within ten (10) working days from PHD's notice of intent to audit CONTRACTOR's operations.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions of this Agreement; including any willful or negligent act or omission to act on the part of the CONTRACTOR or its agents or employees or other independent contractors directly responsible to it to the fullest extent allowable by law. CONTRACTOR agrees to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

14. **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.

15. **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. COUNTY realizes that CONTRACTOR may have other similar independent contractor agreements but CONTRACTOR shall not provide any services at COUNTY facilities for CONTRACTOR's private, non-COUNTY patients.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY. This Agreement is for the services of CONTRACTOR's assigned dental health providers only. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, including but not limited to: i) failing to provide an acceptable level of dental services during each year that the Agreement is in place, or ii) failing to submit monthly documentation and value of eligible services in a timely manner COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR.

For Convenience. CONTRACTOR may terminate this Agreement upon ninety (90) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of the CONTRACTOR's performance.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

30. **NON-APPROPRIATIONS.** 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.

31. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to COUNTY Patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder.

32. **COMPLIANCE WITH HIPAA.** CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Health Centers of the Central Coast, Inc.**

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

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Health Centers of the Central Coast, Inc.**

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

CONTRACTOR
COMMUNITY HEALTH CENTERS OF THE CENTRAL COAST, INC.

Ronald E. Castle
Chief Executive Officer

Date: _____

Bob Lotwala
Chief Financial Officer

Date: _____

**EXHIBIT A
SCOPE OF SERVICE**

In consideration for COUNTY leasing the New Cuyama Health Clinic to CONTRACTOR pursuant to the terms of the associated Lease Agreement, A.P.N. 149-040-010, CONTRACTOR agrees to the following:

1. CONTRACTOR’s dental health providers will provide \$25,000 per annum worth of Eligible Dental Services, as defined in Exhibit B hereto, to COUNTY patients referred to CONTRACTOR’s dental clinics in Santa Maria and Lompoc.

2. CONTRACTOR will provide access to the New Cuyama Clinic for COUNTY WIC staff members and COUNTY WIC patients, for one full day each quarter, at times mutually agreed to by the parties. Access will include clinic space to perform WIC adult and child interviews, and to conduct medical assessments and health education classes. CONTRACTOR will provide access to at least one exam room, the restroom facilities, a confidential office area and an area to conduct the health education classes. In addition, CONTRACTOR agrees to securely store and protect COUNTY’s educational materials, supplies and equipment for these WIC quarterly events in areas and storage elements mutually agreed to by each Party.

3. CONTRACTOR shall provide COUNTY with a monthly report detailing the value of Eligible Dental Services provided in the preceding month to patients referred by COUNTY as follows:
 - A. An electronic “Referral Spreadsheet”, similar to the example below, will be generated by the COUNTY’s Health Care Administrators at Lompoc and Santa Maria Health Care Centers as referrals are made.

 - B. COUNTY will complete the “Referral Spreadsheet” columns for: Patient Name; Date of Birth (DOB); Date of Referral (DOR); and Medical Record (MR) number.

 - C. COUNTY shall encrypt the document and send it to CONTRACTOR’s designee via email.

 - D. CONTRACTOR will complete the columns for: Date of Service (DOS); Service Code; Service Description; Charge for Services; and Contract Rate and return the completed file, via encrypted email, by the 10th day of each month.

Beginning Balance > >>									\$25,000			
>> >> >> >> >>												
Patient Name	DOB	DOR	DOS	MR #	Service Code	Service Description	Charge for Services	Contract Rate	<i>Balance will adjust automatically</i>			
<i>John Doe</i>	XX-XX-XXXX	XX	XX	XX-XXXX	150	Comprehensive Oral Exam	\$35.00	\$25.00	\$24,975			

4. CONTRACTOR shall not bill uninsured COUNTY patients for dental services specified in Exhibit B provided upon referral from COUNTY. CONTRACTOR shall bill appropriate third-party sources for those COUNTY patients who have an alternative payor source. CONTRACTOR shall not self-refer COUNTY patients to its own practices (dental or medical).

5. CONTRACTOR must give notice to COUNTY patients that the cost of any services beyond the scope of services outlined in this EXHIBIT A and EXHIBIT B shall be the responsibility of the patient or patient’s third-party payor, and CONTRACTOR may bill accordingly in that circumstance.

6. Each month (or sooner if medically necessary), CONTRACTOR's dental health providers will provide a progress note to COUNTY's Utilization Review Administrators for each COUNTY patient visit. Progress notes will communicate treatment elements to the patient's Primary Care Physician.
7. CONTRACTOR's dental health providers will refer COUNTY patients to Public Health Department (PHD) pharmacies for any prescribed medications necessary for patient treatment.
8. COUNTY shall have a designated representative review all reports to monitor and authorize charges incurred pursuant to this Agreement. A designated representative will meet with CONTRACTOR semi-annually to evaluate program performance and discuss options for program improvements.
9. CONTRACTOR's dental health providers will allow PHD access to any patient surveys regarding PHD patient care at CONTRACTOR's dental clinics. Conversely, PHD will provide to CONTRACTOR any survey results compiled by PHD regarding dental health providers' care of PHD patients.
10. Performance measures for quality of care and service delivery will be mutually developed by the PHD and CONTRACTOR, monitored by the dental health providers, and reported to PHD at semi-annual or annual site visits by the PHD Health Center Administrators. CONTRACTOR, upon lease Agreement execution, will provide a copy of their quality management plan for dental services at all service locations. CONTRACTOR will incorporate developed performance measures into their quality management plan and provide updated copies of their quality management plan for dental services at least annually.
11. The \$25,000 of dental services to be provided pursuant to the terms of this Agreement shall be calculated on an annual basis. For purposes of calculating the exchange of CONTRACTOR's services for CONTRACTOR's lease of the Premises, any portion of a year shall be apportioned based on a 365 day year. Within ten (10) days after the termination of each 365 day period, beginning on the date of execution of this Agreement, CONTRACTOR or its designees will set forth the total value of dental services provided by CONTRACTOR during the period. In the event the value of the dental services provided by CONTRACTOR are less than the annual sum of \$25,000, the difference shall be carried over into the following year and aggregated with the next \$25,000 of services to be provided. If \$25,000 of dental services, and any carryover value, is provided before the expiration of the fiscal year, referrals and dental services shall be suspended until the beginning of the next fiscal year (new funding cycle).
12. In the event of any disagreement regarding the total value of Eligible Dental Services provided during a month, or if the parties disagree as to whether the services rendered qualify as Eligible Dental Services, PHD's designee and CONTRACTOR'S designee shall meet as soon thereafter as possible to resolve such disagreement.

**EXHIBIT B
ELIGIBLE DENTAL SERVICES**

Service Code #	Service
120	Exam Periodic
140	Limited Oral Evaluation - Prob Focus
150	Comprehensive Oral Exam
210	X-Rays- complete w/bwx
220	X-Ray, Single Intra Periapical
230	X-Ray, Add'l Intra Periapical
274	X-Ray, Bwx 4 films
1110	Prophy, Adult
2330	Resin, Ant 1 surface
2335	Anterior Resin Incisal Angle
2392	Resin Comp, Post, 2 Surfaces
4341	Periodontal Scale & Root Plane Quad
7140	Extraction, Single Tooth

* Eligible Service Fees shall be calculated at 100% of existing State Medi-Cal/Denti-Cal rates.

Any additional dental services requested by the COUNTY patient or provided by CONTRACTOR'S dental health providers not listed above are not authorized by the Public Health Department. CONTRACTOR may elect to offer additional dental services to COUNTY patients at CONTRACTOR's customary, sliding fee schedule rates.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

1. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

2.1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2.2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit

of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any **amendment** of this Agreement **that results in an increase in the nature of COUNTY's risk** and such change of provisions will be in effect for the term of the **amended** Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by **written** amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

3. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

4. INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

4.1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

4.2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

4.3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any **amendment** of this Agreement **that results in an increase in the nature of COUNTY's risk** and such change of provisions will be in effect for the term of the **amended** Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by **written** amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.