

AGREEMENT

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 by **7/1/2017** and end performance upon completion, but no later than **6/30/2018** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

Contractor represents that they have the skills, expertise, and licenses and/or 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. Furthermore, Contractor represent that professional staff contracted with Contractor possess the education, training, licenses, and/or permits necessary to perform the services required under the Agreement. All products of whatsoever nature which Contractor and the professional staff subcontracted by Contractor deliver to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession and/or the profession of the professional staff subcontracted by Contractor. Contractor and the professional staff subcontracted by Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor and

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the professional staff subcontracted by Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.

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. 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. 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. Contractor shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

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,

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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 all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement, whichever is later. 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

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(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.

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2. For Nonappropriation of Funds.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to

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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.

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

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

26. **SUCCESSORS AND ASSIGNS.**

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

27. **COMPLIANCE WITH LAW.**

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

28. **CALIFORNIA LAW AND JURISDICTION.**

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

29. **EXECUTION OF COUNTERPARTS.**

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

30. **AUTHORITY.**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(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 agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. **SURVIVAL.**

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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.

33. **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.

34. **COURT APPEARANCES.**

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff or contracted Professionals that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. **MANDATORY DISCLOSURE.**

- A. **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)
- B. **Ownership or Controlling Interest.** If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

36. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

Contractor shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

37. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.**

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- a. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
 - i. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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THIS AGREEMENT INCLUDES:

1. EXHIBIT A –
 - i. EXHIBIT A – Statement of Work
 - ii. EXHIBIT A-1 Credentialing Requirements for Healthcare Professionals
2. EXHIBIT B –
 - i. EXHIBIT B – Payment Arrangements
 - ii. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
3. EXHIBIT C – Standard Indemnification and Insurance Provisions

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Agreement for **Services of Independent Contractor between the County of Santa Barbara and Medical Doctor Associates, LLC.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2017.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

MEDICAL DOCTORS ASSOCIATES, LLC

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

**EXHIBIT A
STATEMENT OF WORK**

THIS EXHIBIT A INCLUDES THE FOLLOWING PARTS:

1. EXHIBIT A - Statement of Work
2. EXHIBIT A-1 – Credentialing Requirements for Healthcare Professionals

**EXHIBIT A
STATEMENT OF WORK**

1. DEFINITIONS.

- A. "Professionals" shall mean Contractor-referred candidates meeting County's qualifications for any or all positions set forth in Section 4, below.
- B. "Refer"/"Referral" shall mean Contractor's presentation of Professional candidates to County for consideration, to fill a particular assignment request by County, in accordance with Section 2.B below.
- C. "Accept" shall mean when County has verified a referred candidate's background as suitable for a particular assignment and informs Contractor of County's wish to hire that candidate for an Assignment.
- D. "Assignment" shall mean County's offer of a position of responsibility with the County to a Professional, effective after all credentialing and background checks are completed, for a minimum of two weeks as set forth in Contractor's Assignment confirmation letter signed by County.

2. DESCRIPTION OF SERVICES.

- A. Contractor shall, upon request of County, refer Board-certified psychiatrists (hereafter "Professionals") to meet County's temporary staffing requirements. Board-eligible psychiatrists may be considered upon approval of the Behavioral Wellness Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.
- B. Request for Professionals
 - i. Contractor will seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall initiate screening and review of Professional qualifications (as set forth in Section 3), including, but not limited to, conducting an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and résumé to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred Professional meets its specifications and request Contractor provide additional Professionals for consideration. Upon County's acceptance of a Professional, Contractor shall submit a written Assignment Confirmation Letter, reflecting the agreed upon terms of the Professional's Assignment, including length of Assignment, work schedule, and hourly rate to the Behavioral Wellness Human Resources Manager. County shall sign the Assignment Confirmation Letter or Placement Order within two (2) business days.
 - a) Request for Professionals – contract assignments. Cancellation of contracted assignments, whether scheduled or ongoing, requires a 30-day written notice to avoid cancellation fee. Notice of cancellation must be in writing and sent by certified mail, express mail, or facsimile and the

**EXHIBIT A
STATEMENT OF WORK**

30-day notice shall commence upon receipt. In the event a scheduled or ongoing contract or assignment is cancelled by County with less than a 30-day notice, County agrees to pay Contractor a cancellation fee equal to the lesser of (a) the remaining days of the contract or (b) twenty (20) days at the stated contractual rate. Exceptions include short term assignments as set forth in 2Bii.

- ii. Licensed short-term orders (noncontractual assignments; Staff to perform duties under section 4 on a short term basis). The Behavioral Wellness Medical Director, PHF Medical Director or their designees shall make requests by email or phone call, asking for a Professional qualified to fill County vacancies (Contractor may also send a Professional's CV to County with instructions to call).
 - a) Standard Request. County shall use its best efforts to request Professionals at least 24 hours prior to reporting time in order to assure prompt arrival and/or orientation (as needed) of assigned Professional. All information regarding reporting time and assignment will be provided by County at the time that County requests a Professional.
 - b) Short-notice Requests. Contractor shall bill County for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Professional reports for work at the agreed upon time once the Assignment has been accepted. Contractor shall confirm Professional's acceptance and arrival time with County.
 - iii. Staff Order Cancellation. If County changes or cancels an order less than two (2) hours prior to the start of a shift, Contractor shall bill County for two (2) hours at the established fee as described in Exhibit B-1 for each scheduled Professional. Contractor shall be responsible for notifying Professional of the cancellation prior to reporting time
- C. Contractor will put forth its best recruitment efforts, including but not limited to: using County information, researching personal industry sources and confidential referrals, cold calling Professionals in Contractor's database, and possibly direct mailing to potential candidates to find Professionals that meet County's qualifications. Contractor agrees to provide reports concerning the status of its search activity on a regular basis.
- D. County further understands that any Professional referred by Contractor is an independent contractor, and is not an employee of Contractor. As such, Contractor shall not control, exercise any judgment over, influence, or attempt to influence whatsoever any acts or decisions of any Professionals, who are highly educated, autonomous professionals that exercise and control their own acts, decisions, and judgements. Additionally, Contractor does not withhold or pay any federal, state, or local taxes (except as required by law) or provide any worker's compensation or unemployment insurance or any other form of employment-related or retirement benefits or insurance for or on behalf of any Professional.

**EXHIBIT A
STATEMENT OF WORK**

3. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. Contractor will provide County with background information on each referred Professional including: i) a completed application and/or Curriculum Vitae, ii) license query with the California Medical Board and/or Board of Registered Nursing, iii) query Health and Human Services – Office of Inspector General (HH-OIG) Fraud Prevention and Detection; iv) Contractor self-assessment skills inventory; v) background fingerprint check for record of past criminal record, and vi) references, prior to commencement of the Assignment.

- B. All qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas must be eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) licensed in the State of California, and, where applicable, will be required to meet the following criteria:
 - i. Submit a completed credentialing application and/or required documentation for credentialing as applicable;
 - ii. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status.

- C. All Professionals referred by Contractor:
 - i. Shall be appropriately licensed and/or certified to practice in that profession in California;
 - ii. Shall have completed a standard Occupational Safety and Health Administration (OHSA) and HIPAA training.
 - iii. Shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County.
 - iv. Shall possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment.
 - v. Shall have a negative tuberculin skin test or negative chest x-ray.

- D. Failure to meet these criteria and/or ‘Conditions of Employment’ where applicable two (2) weeks PRIOR to start work date may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, all qualified candidates/employees will be required to maintain these qualifications throughout their length of employment. Failure to demonstrate (show proof) of qualifications shall result in the termination of Assignment.

**EXHIBIT A
STATEMENT OF WORK**

4. DESCRIPTION OF PROFESSIONAL SERVICES.

A. Under the direction of the Behavioral Wellness Medical Director Professionals accepted by County for Assignment may be required to perform the following duties or those otherwise agreed by the County, Professional, and Contractor:

i. Psychiatrist shall:

- a) Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California;
- b) Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
- c) Prescribe and administer, as needed, psychiatric medication(s);
- d) Provide medication education for staff, clients, and families;
- e) Participate in review, revision, and approval of assessments of clients;
- f) Participate in the development, review, revision, and approval of treatment plans;
- g) Provide consultation, training, and support of multi-disciplinary team members, as needed;
- h) Participate in utilization review, medication monitoring, quality improvement protocols, and peer review;
- i) Adhere to documentation and reporting requirements established by County and as set forth in this Exhibit A;
- j) Perform other relevant work within the scope of Contractor's license;
- k) Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
- l) Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.

5. RESPONSIBILITIES OF COUNTY.

A. **Orientation.** As part of the first assignment, County will promptly provide Professionals with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including patient and employee), and orient Professionals to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for blood borne pathogens, as well as any of the County's specific policies and procedures provided to Professionals for such purpose as applicable. Orientation shall be billable as a regular paid workday.

**EXHIBIT A
STATEMENT OF WORK**

- B. **Responsibility for Patient Care.** County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Contract are furnished in a safe and effective manner and in accordance with applicable standards.

- C. **Non-Performance.** If County concludes, in its sole discretion, that any Professional provided by Contractor has engaged in misconduct, or has been negligent, County may require the Professional to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County's obligation to compensate Contractor for such Professional's services will be limited to the number of hours actually worked. Contractor will not reassign the individual to County without prior approval of the County.

- D. **Right to Dismiss.** County may request the dismissal of any Professional for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor for hours worked if a Professional is dismissed without cause. If County desires to terminate the Assignment of a Professional for documented clinical competence issues and unprofessional conduct ("Cause"), County may remove such Professional from the Assignment. Upon any such termination of Assignment for cause, County shall pay all Assignment Fees earned by Contractor and the terminated Professional, as the case may be, through the effective date of such termination.

- E. **Incident Reports.** County shall report to Contractor any incident known to involve any Professional (excluding any PHI) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program. Any failure to report such incident may result in loss of such Professional's professional liability insurance coverage through Contractor. **This Section 5.E shall survive termination of this Contract or cancelation of any Professional's Assignment.**

6. ACCEPTANCE OF SERVICES.

- A. County's Designated Representative (including, Professional's County Supervisor, Medical Director or PHF Medical Director) shall review for approval weekly the time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. County must account for all hours including, but not limited to, approved time off, unplanned absences, etc.

- B. County's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both County's signature and signature of Professional(s) thereon and such approval shall constitute acceptance of the work performed by Professional(s) provided that

**EXHIBIT A
STATEMENT OF WORK**

services and rates are consistent with those set forth in this Agreement and the applicable Assignment Confirmation Letter. All adjustments to time records must be submitted in writing prior to the completion of the Assignment.

7. LENGTH OF ASSIGNMENT.

- A. Contractor will provide Professionals based on County's staffing needs for contractual assignments of a minimum of two (2) weeks in duration.
- B. County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.

8. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.

- A. Subject to Section 5.C and 5 D., by accepting a Professional through a written Assignment Confirmation Letter, County agrees to accept the Professional for the entire Assignment and any extensions thereof through Contractor if the Professional's complete written profile is submitted by Contractor to the County before any other agency submits a profile to the County for the same Professional. County shall notify Contractor within five (5) business days if Professional is already known to County. If County fails to comply with the preceding sentence, Contractor shall be deemed to have referred Professional to County, and County shall exclusively use Contractor to coordinate all Professional assignments for such Professional.
- B. County acknowledges that once Professional(s) is referred to County, Contractor is the procuring cause with reference to any future relationship between County and Professional(s). If County engages Professional for permanent or temporary services within the twenty-four month period following either the introduction of County and Professional or the conclusion of Professional's assignment with County, whichever occurs later, then County agrees to compensate Contractor as provided herein, notwithstanding that County may be simultaneously financially obligated to Professional or other party.
- C. County acknowledges, understands, and agrees that (i) Contractor is not a permanent placement or recruiting agency; (ii) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (iii) Contractor would be substantially and irreparably harmed if County or any County, facility, entity, or organization controlling, controlled by, or under common control with County (each, a "County Affiliate"), were to employ or contract directly or indirectly with any Professional.
- D. Should any Professional referred by Contractor remain independently with County or with any entity controlled by or in control of County, or for which placement County receives consideration, County agrees to pay Contractor a placement fee of \$20,000 or as otherwise agreed upon in writing. This fee will be payable to Contractor prior to Professional's first day of permanent employment.

- 9. SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).

**EXHIBIT A
STATEMENT OF WORK**

10. ADDITIONAL REQUIREMENTS.

- A. If determined necessary by a Conservator, Professionals shall be required to appear for testimony for court and jury trials for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
- B. Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and the Department of Behavioral Wellness policies.

11. **NOTIFICATION.** Each party will notify the other immediately in the event it becomes aware of: any known complaints against licensed staff providing services under this Contract; any restrictions in practice or license required to provide services under this Contract as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges required to provide services under this Contract being restricted at a hospital; any legal suits being initiated specific to Contractor's practice; any criminal investigation of Contractor arising out of services provided under this Contract; or any other action being instituted which affects Professional's license or practice required to provide services under this Contract or which is reasonably likely to impact Contractor's ability to provide services under this Contract (for example, sexual harassment accusations).

12. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable) and Section 11 and 33 of the Agreement. Patient records must comply with all appropriate State and Federal requirements.

13. DOCUMENTATION.

- A. Contractor shall direct Professional staff shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Contract, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. Contractor shall also that Professional's references provide feedback on the quality of Professional's past medical records documentation and that any deficiencies should be noted therein in order to be brought to the attention of County.
- B. County shall provide training to Professionals on documentation within seven days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation.

EXHIBIT A – 1
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All independent contract Professionals must meet the following requirements, as verified by Contractor:

1. **Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
2. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
3. **Physical.** Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
4. **Tuberculosis (TB) Test.** Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.
5. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
6. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
7. **Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their Assignment with the County.
8. **Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

**EXHIBIT B
FINANCIAL PROVISIONS**

THIS EXHIBIT B INCLUDES THE FOLLOWING PARTS:

- i. EXHIBIT B - Payment Arrangements
- ii. EXHIBIT B1 – Schedule of Rates and Contract Maximum

EXHIBIT B FINANCIAL PROVISIONS

This Contract provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section 1 below and Exhibit B-1.

1. CONTRACT MAXIMUM VALUE. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$350,000 for FY 17-18.
2. RATE. County agrees to reimburse at an hourly rate as specified in Exhibit B-1 during the term of this Contract. However, notwithstanding the preceding, if Contractor determines, in its sole discretion that Professionals cannot be placed at those rates, and County accepts Assignments for Professionals at rates above those in Exhibit B-1, County agrees to reimburse Contractor at rates accepted in the Assignment Confirmation Letter.
3. PAYMENT. Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope of methodology contained in Exhibit A as determined by County. Contractor shall submit to the County designated representative a weekly invoice or certified claim on the County Treasury for the services performed over the period specified.
4. PROPER INVOICE. Contractor will submit weekly invoices to County, as set forth below, for Professionals working at County during the preceding week. These invoices must cite the assigned Contract number. If County finds the invoices satisfactory, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation of invoice Contractor's invoices for reimbursement shall include the following:
 - A. Contractor's invoices for reimbursement shall include the following:
 - i. Contract number assigned by County;
 - ii. Signature of an authorized representative of Contractor;
 - iii. A list of Professionals assigned to Behavioral Wellness, time period worked, site worked, and charges for services.
 - B. Invoices shall be delivered to the following address:

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
5. CORRECTION OF WORK. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
6. THIRD PARTY BILLING. Contractor shall direct Professionals not to bill patient, Medi-Cal or other health insurance for services which Contractor bills to the County.

EXHIBIT B-1
Schedule of Rates
Medical Doctor Associates

| MDA Psych rates 07/01/2017 to 06/30/2018 | Adult Outpatient Psychiatry | Child/ Adolescent Psychiatry | Inpatient Psychiatry |
|--|--|---|---------------------------------|
| Hourly Rate all Inclusive: Minimum of 8 hrs. billed per day From 8am to 5pm (unless pre- arranged per confirmation) | \$210 | \$210 | \$210 |
| Overtime per hr. from 5p to 8a and while on call, billed in 15 minute increments. | \$372 | \$372 | \$372 |
| Weeknight on-call Beeper Fee Mon-Fri 5PM to 8AM OT if called in. | \$248 | \$248 | \$248 |
| Weekend Sat/Sun on-call Beeper Fee Per 24 hrs. 8AM to 8AM, OT if called in. | \$868 | \$868 | \$868 |
| Holiday On-Call Worked: 8AM to 8AM, OT if called in. MDA only bills Holiday rate for a worked Holiday, Regular OT is billed, not an OT Holiday rate. | \$2976 | \$2976 | \$2976 |
| Total Maximum Contract Amount | | \$350,000 | |

Holidays : New Year's Day, MLK Day, Cesar Chavez Day, President's Day, Easter, Memorial Day, Veteran's Day, Independence Day, Labor Day, Thanksgiving Day-the day following Thanksgiving, Christmas Eve, Christmas Day.

Permanent Placement:

Fees: If, during the two year period after a Provider that has been presented or placed by Contractor under this Contract accepts full-time or part-time employment with the County, County agrees to pay Contractor a \$29,000 permanent placement fee or as otherwise agreed upon in writing. Such payment will be due and payable upon hire and will be invoiced pursuant to the terms of the Agreement.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and its officers, officials, employees and agents from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement related to the Contractor's work or activities for the County and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by County on account of any such claim except where such indemnification is prohibited by law. Contractor's indemnification obligation does not apply to the County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability:** with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
2. **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.
3. **Workers' Compensation:** Contractor shall maintain Workers' Compensation insurance for its employees 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

B. Other Insurance Provisions

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

1. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
2. **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

EXHIBIT C

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

3. **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".
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.

EXHIBIT C

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.