

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

for its **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 Salvation Army, Southern California Division with an address at P.O. Box 1049, Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Mark Gisler at phone number 8059626281 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To County: Director
 Santa Barbara County
 Alcohol, Drug, and Mental Health Services
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Mark Gisler, Executive Director
 The Salvation Army Southern California Division
 P.O. Box 1049
 Santa Barbara, CA 93102
 FAX: 8058992702

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

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3. SCOPE OF SERVICES

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

4. TERM

Contractor shall commence performance on 7/1/2015 and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

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9. TAXES

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

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

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 be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and 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. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. 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, 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

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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 (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

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amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review Section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 - 1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2. **For Nonappropriation of Funds.**
 - 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

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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 satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

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20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

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26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

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

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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 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. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

36. MANDATORY DISCLOSURE

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 the award. 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.)

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THIS AGREEMENT INCLUDES:

1. Exhibit A – Statement of Work – General Program Terms
 - i. Exhibit A-1 – Statement of Work – ADP Alcohol and Drug Free Housing (ADFH)
 - ii. Exhibit A-2 – Statement of Work – MH Hospitality House – Shelter Care Beds
 - iii. Attachment E – Outcome Measures
2. EXHIBIT B – Financial Provisions
 - i. EXHIBIT B – Financial Provisions
 - ii. EXHIBIT B-1 ADP – Schedule of Rates and Contract Maximum
 - iii. EXHIBIT B-1 MH – Schedule of Rates and Contract Maximum
 - iv. EXHIBIT B-3 ADP – Sliding Fee Scale
3. Exhibit C – Indemnification and Insurance Requirements

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Agreement for Services of Independent Contractor between the County of Santa Barbara and The Salvation Army Southern California Division


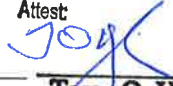
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2015.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
THE SALVATION ARMY FOR ITS SOUTHERN CALIFORNIA DIVISION

By:  _____
Victor R. Doughty Treasurer
Date: JUN 24 2015
Attest:  _____
Terry O. Hughes Secretary

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
ALICE GLEGHORN, PH.D.
DIRECTOR

By _____
Director

Date: _____

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

By _____
Deputy

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Date: _____

EXHIBIT A

THIS EXHIBIT A INCLUDES:

1. Exhibit A – Statement of Work – General Program Terms
2. Exhibit A-1 – Statement of Work – ADP Alcohol and Drug Free Housing (ADFH)
3. Exhibit A-2 – Statement of Work – MH Hospitality House – Shelter Care Beds
4. Attachment E – Outcome Measures

EXHIBIT A- STATEMENT OF WORK GENERAL PROGRAM TERMS

The following terms shall apply to all programs operated under this Agreement, included as Exhibits A-1 through A-2 as though separately set forth in the scope of work specific to each Program.

1. STAFF.

- A. **TRAINING.** Contractor shall provide training to each Program staff member, within 30 days of the date of hire regarding applicable programs, including Drug Court processes.
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders, persons with serious mental illness (SMI) and co-occurring disorders.
- C. Overdose Prevention Training. Contractor shall:
 - a. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by ADMHS;
 - b. Make available and distribute prevention overdose materials, as provided by ADMHS, to all staff and clients
- D. Contractor shall notify admhscontractsstaff@co.santa-barbara.ca.us within one business day for unexpected termination when staff separates from employment, is terminated from working under this Agreement, or takes a leave of absence, or within one week of the expected last day of employment for planned leaves of absences or separations..
- E. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- F. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Agreement.
- G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- H. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2. CLIENT AND FAMILY MEMBER EMPOWERMENT

**EXHIBIT A- STATEMENT OF WORK
GENERAL PROGRAM TERMS**

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints.

3. CULTURAL COMPETENCE.

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff and the number of culturally diverse clients receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services;
- C. Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community;

4. NOTIFICATION REQUIREMENTS

- A. Contractor shall immediately notify Quality Care Management (QCM) at 805-681-5113 in the event of:
 - 1. Known serious complaints against licensed/certified staff;
 - 2. Restrictions in practice or license/certification as stipulated by a State agency;
 - 3. Staff privileges restricted at a hospital;
 - 4. Other action instituted which affects staff's license/certification or practice (for example, sexual harassment accusations); or
 - 5. Any event triggering Incident Reporting, as defined in ADMHS Policy and Procedure #28, Unusual Occurrence Incident Report .
- B. Contractor shall immediately contact the ADMHS Compliance Hotline (805-884-6855) should any of the following occur:
 - 1. Suspected or actual misappropriation of funds under Contractor's control
 - 2. Legal suits initiated specific to the Contractor's practice;
 - 3. Initiation of criminal investigation of the Contractor;
 - 4. HIPAA breach.

**EXHIBIT A- STATEMENT OF WORK
GENERAL PROGRAM TERMS**

- C. For clients receiving direct services from both ADMHS and Contractor staff, Contractor shall immediately notify the client's ADMHS Case Manager or other ADMHS staff involved in the client's care, or the applicable Regional Manager should any of the following occur: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
 - D. Contractor may contact admhscontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
 - E. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline (Phone number: 805-884-6855).
5. **QUARTERLY MEETINGS.** The County shall conduct quarterly meetings, as indicated, with Providers to collaboratively discuss Programmatic, Fiscal, and Contract matters.
6. **ADDITIONAL PROGRAM REQUIREMENTS**
- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Contractor shall require ADP-funded clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.
 - D. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
 - E. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
7. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
8. Contractor shall attend ADMHS ADP Provider meetings as needed to receive information and support in addressing treatment concerns.

EXHIBIT A-1
STATEMENT OF WORK – ADP
ALCOHOL AND DRUG FREE HOUSING (ADFH)

1. **PROGRAM SUMMARY.** Contractor provides Alcohol and Drug Free Housing (ADFH) services which help people in recovery maintain an alcohol and drug free lifestyle (hereafter “the Program”). The Program is time limited and includes providing a safe and sober housing alternative within a self-help model of support. Program clients are free to organize and participate in self-help meetings or any other activity that helps them maintain sobriety. ADFH services are not treatment services and Contractor shall not provide on-site treatment services to any of its residents. The Program shall be registered with the California Consortium of Addiction Programs and Professionals (CCAPP). The Program will be located at 423 Chapala St., Santa Barbara, CA 93101.

2. **PROGRAM GOALS.**
 - A. Promote client self-sufficiency and empower individuals with substance use issues to become productive and responsible members of the community;

 - B. Reduce recidivism and increase community safety;

 - C. For Substance Abuse Treatment Court (SATC) clients, reduce costs associated with criminal case processing and re-arrest; and

 - D. Assist clients in maintaining sobriety, by offering support and housing resources in the community.

3. **SERVICES.**
 - A. The Contractor shall not provide treatment, recovery or detoxification services as part of ADFH services.

 - B. Contractor shall adhere to ADMHS Standards for Sober Living Environments, Sober Living Guidelines, and CCAPP Standards for Sober Living Environments, available at [https://www.caadac.org/soberliving/#SLE Resources](https://www.caadac.org/soberliving/#SLE_Resources), incorporated herein by reference. The Contractor shall, if not already registered, apply for CCAPP registration for homes meeting the Sober Living Standards within 30 days of contract execution. CCCAPP registration is not a certification or accreditation, but rather an acknowledgement that a home states that it meets the Sober Living Environment Standards, declares that it will continue to abide by the Standards, and is visited on an annual basis by peers who witness the environment and recognize that the program meets the minimum Standards. The Contractor shall, within 60 days after contract execution, make sure the name of the Program is placed in the official CCAPP registry, and the Program receives a certificate

 - C. Contractor shall maintain a Memorandum of Understanding with a community-based treatment provider that provides alcohol and other drug treatment (AOD) services for SATC and that is located within Santa Barbara County. Contractor shall have information available for clients on the availability of treatment services at the treatment provider.

 - D. Contractor shall notify ADMHS, Probation, and/or court if any of the following occur:
 - i. Contractor suspects drug or alcohol use by the client;

**EXHIBIT A-1
STATEMENT OF WORK – ADP
ALCOHOL AND DRUG FREE HOUSING (ADFH)**

- ii. Unusual incident occurs involving a client; or
 - iii. Client leaves the Program.
 - E. Contractor shall only receive reimbursement for ADFH services provided to clients currently receiving treatment from alcohol and other drug treatment programs funded by County.
- 4. **CLIENTS.** Contractor shall provide services as described in Section 3 (Services) to approximately 22 unduplicated clients per year, referred by sources specified in Section 6 (Referrals).
 - A. Contractor shall provide three to four ADFH beds including one SATC bed; Contractor shall prioritize SATC clients for admission. These beds may be filled by other County clients if not filled by SATC referrals.
 - B. Contractor shall admit clients with co-occurring disorders where appropriate.
- 5. **LENGTH OF STAY.** County will reimburse for a length of stay not to exceed 60 days per client. With extenuating circumstances preventing client employment, ADMHS or Probation may approve a length of stay up to 90 days. Any length of stay over 60 days will be considered on an individual case by case basis, and must be pre-approved by ADMHS.
- 6. **REFERRALS.**
 - A. Contractor shall receive client referrals from ADMHS-funded AOD treatment providers.
 - i. Contractor shall receive client referrals via phone, written referral, or walk in.
 - ii. Referrals shall be accompanied by written documentation.
 - B. If mandated by the court, client will contact Contractor within one business day of referral. Contractor shall contact the referring source within 72 hours with a verification of client's enrollment in Program.
- 7. **ADMISSION PROCESS.**
 - A. Contractor shall interview client to determine client's appropriateness for the Program.
 - B. Admission criteria will be determined by referral source, Contractor, and/or funding stream.
 - C. Contractor shall admit clients referred by sources described in Section 6.A (Referrals) unless the client meets one or more conditions specified in Section 8 (Exclusion Criteria), or if space is not available in the Program.
 - D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
 - i. Program rules and guidelines, signed by client;

**EXHIBIT A-1
STATEMENT OF WORK – ADP
ALCOHOL AND DRUG FREE HOUSING (ADFH)**

- ii. Release of information form, signed by client;
 - iii. Assessment and contract for fees; and
 - iv. Emergency contact information for client.
- E. Contractor shall notify referring party if client is not accepted into the Program, based on Section 8 (Exclusion Criteria), within one business day of receiving the initial referral.
- F. Contractor shall complete and send a Verification of Enrollment form to the referring party upon acceptance of client into Program, no later than 72 hours after client's admission.
- G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
8. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:
- A. Client threat of or actual violence toward staff or other clients; or
 - B. Rude or disruptive behavior that cannot be redirected;
9. **DISCHARGES.** Contractor shall inform referring agency, if applicable, of client discharge.

EXHIBIT A-2
STATEMENT OF WORK – MH
HOSPITALITY HOUSE – SHELTER CARE BEDS

- 1. PROGRAM SUMMARY: Hospitality House.** The The Salvation Army Southern California Division Santa Barbara Hospitality House, (hereafter, "the Program") provides shelter services to mentally ill clients who are homeless, at risk of homelessness, or living in substandard housing. The Program will be located at 423 Chapala Street, Santa Barbara, California.
- 2. SERVICES.** Contractor shall provide shelter beds for five (5) homeless mentally ill clients per day, screened and referred by the ADMHS Homeless Outreach Worker. Contractor shall:
 - A. Monitor physical health, dental, and vision issues;
 - B. Assist clients with personal hygiene;
 - C. Assist clients to access community supports and resources; and
 - D. Provide an evening meal, breakfast, shower, laundry, mail and locker service, included in each night's stay for as long as the client is a resident at the Program.
- 3. CLIENTS.** Contractor shall provide shelter beds and the services described in Section 2 to five (5) individuals per day with severe mental illness who are any of the following:
 - A. Homeless;
 - B. Needing shelter while awaiting receipt of benefits; or
 - C. Temporarily displaced while awaiting placements in more permanent housing.
- 4. LENGTH OF STAY.**
 - A. The Program shall accommodate clients for a maximum of ninety (90) consecutive days. Residence beyond ninety (90) days can be granted by mutual agreement between ADMHS and the Contractor. Contractor shall review the transition plan and placement status of each case with the ADMHS Homeless Outreach Worker at a minimum every thirty (30) days.
 - B. Contractor shall work with County to support developed goals for encouraging clients to transition to the least restrictive housing appropriate to the client's needs.
 - C. If ADMHS has not filled all beds by 10:00 pm each night, ADMHS releases its claim to all but one (1) of the five (5) beds remaining available.
- 5. ADMISSION PROCESS.**
 - A. All referrals of County clients will be coordinated through ADMHS staff.
 - B. County ADMHS staff shall notify Contractor of client referrals either by telephone or in person.

EXHIBIT A-2
STATEMENT OF WORK – MH
HOSPITALITY HOUSE – SHELTER CARE BEDS

- C. Contractor will provide on-site staff to admit clients at least five (5) days per week, Monday – Friday, coordinated with an ADMHS Homeless Outreach Worker.

6. COORDINATION OF CARE

- A. If an emergency occurs during regular hours (8:00 a.m. through 5:00 p.m. Monday through Friday), Contractor staff will call or page the ADMHS Homeless Outreach Worker on duty. After hours, crisis services are to be referred to the County Assessment Team.
- B. In the case of an aggressive, violent, or acutely intoxicated mentally ill client, or a client unable to follow the Program rules, the Program staff shall immediately notify a County Homeless Outreach Worker (or County Assessment Team if after hours) to inform and advise County staff of any action taken. Program staff will take any lawful action necessary to ensure the safety and well-being of the client, other clients, volunteers, and staff.

**ATTACHMENT E
OUTCOME MEASURES**

Alcohol Drug Free Housing Outcome Measures (applicable to Exhibit A-1)*	
Goal	Measure
Contractor's program will provide a safe and sober alternative housing to assist clients to obtain and maintain sobriety while enrolled in outpatient treatment.	<ul style="list-style-type: none"> ➤ 100% of all clients will be enrolled in outpatient alcohol and drug treatment while residing in ADFH. ➤ 57% or more of all clients will successfully complete their treatment plans.

*Should reported data indicate a significant variance between target measures and performance, ADMHS and Contractor shall meet to discuss the reasons for the variance, and adopt a plan of correction, if indicated.

EXHIBIT B FINANCIAL PROVISIONS

THIS EXHIBIT B INCLUDES:

1. EXHIBIT B – Financial Provisions
2. EXHIBIT B-1 ADP – Schedule of Rates and Contract Maximum
3. EXHIBIT B-1 MH – Schedule of Rates and Contract Maximum
4. EXHIBIT B-3 ADP – Sliding Fee Scale

**Exhibit B
FINANCIAL PROVISIONS**

(with attached Exhibits B-1-ADP and B-1-MH, Schedule of Rates and Contract Maximum)

- I. For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1-ADP and Exhibit B-1-MH), with a maximum value not to exceed \$113700, inclusive of \$48000 in Alcohol and Drug Program funding, and \$65700 in Mental Health funding.
- II. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope contained in EXHIBIT A. Payment for services shall be based upon the rates in EXHIBIT B-1-ADP and Exhibit B-1-MH (Schedule of Rates and Contract Maximum). Invoices submitted for payment based upon Exhibit B-1-ADP and Exhibit B-1-MH must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
- III. Invoice. Monthly, Contractor shall submit to County's DESIGNATED REPRESENTATIVE an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.
 - A. Proper Invoice: The invoice must show the Board Contract number, the number of bed days billed, the actual bed days utilized, by client, and the rate.
 - B. County's Designated Representative:

adpfinance@co.santa-barbara.ca.us (for Alcohol and Drug Program Services)
admhsfinancecbo@co.santa-barbara.ca.us (for Mental Health Services)
Santa Barbara County
Department of Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
- IV. 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.
- V. **FEE COLLECTION**. For Alcohol and Drug Program services, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3 ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be shown on the invoice and deducted from the total invoice. All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

Exhibit B-1-ADP

Schedule of Rates and Contract Maximums


Contractor Name: The Salvation Army of Southern California Fiscal Year 2015-16

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Residential	N/A	Alcohol/Drug Free Housing (Perinatal/Parolee Only)	Bed Day	N/A	57	\$35 per day

	PROGRAM					TOTAL
	ADFH					
GROSS COST:	\$ 48,000					\$48,000
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000

SOURCES OF ADMHS FUNDING FOR MAXIMUM CONTRACT AMOUNT**						
Drug Medi-Cal						\$ -
Realignment/SAPT - Discretionary						\$ -
Realignment/SAPT - Perinatal						\$ -
Realignment/SAPT - Adolescent Treatment						\$ -
Realignment/SAPT - HIV						\$ -
Realignment/SAPT - Primary Prevention						\$ -
SPF SIG Grant						\$ -
CalWORKS						\$ -
Other County Funds	\$ 48,000					\$ 48,000
TOTAL (SOURCES OF ADMHS FUNDING)	\$ 48,000					\$ 48,000

CONTRACTOR SIGNATURE:


VICTOR R. DOUGHTY, TREASURER

STAFF ANALYST SIGNATURE:


Terry O. Hughes Secretary

FISCAL SERVICES SIGNATURE:

**Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources

Exhibit B-1-MH

EXHIBIT B-1 MH
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Salvation Army

FISCAL YEAR: 2015-2016

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Non - Medi-Cal Billable Services	Support Services	N/A	Homeless Shelter	N/A	N/A	\$35 per day


	PROGRAM					TOTAL
	Hospitality House					
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 65,700	\$ -	\$ -	\$ -	\$ -	\$ 65,700

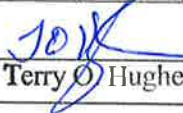
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL CORE MENTAL HEALTH (3)						\$ -
MEDI-CAL MHSA (3)						\$ -
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL						\$ -
MHSA SUBSIDY (3)						\$ -
COUNTY SUBSIDY (3)						\$ -
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS	\$ 65,700					\$ 65,700
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 65,700	\$ -	\$ -	\$ -	\$ -	\$ 65,700

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:


 VICTOR R. DOUGHTY, TREASURER


 Terry Hughes Secretary

(1) MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician

(2) The Director may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) MHSA funding may be offset by additional Medi-Cal funding.

EXHIBIT B-3 – ADP

COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM SLIDING FEE SCHEDULE FY 2015-2016

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	11,770	15,930	20,090	24,250	28,410	32,570	36,750	40,890
10	15,930	20,090	24,250	28,410	32,570	36,730	40,910	45,050
15	20,090	24,250	28,410	32,570	36,730	40,890	45,070	49,210
20	24,250	28,410	32,570	36,730	40,890	45,050	49,230	53,370
25	28,410	32,570	36,730	40,890	45,050	49,210	53,390	57,530
30	32,570	36,730	40,890	45,050	49,210	53,370	57,550	61,690
35	36,730	40,890	45,050	49,210	53,370	57,530	61,710	65,850
40	40,890	45,050	49,210	53,370	57,530	61,690	65,870	70,010
45	45,050	49,210	53,370	57,530	61,690	65,850	70,030	74,170
50	49,210	53,370	57,530	61,690	65,850	70,010	74,190	78,330
55	53,370	57,530	61,690	65,850	70,010	74,170	78,350	82,490
60	57,530	61,690	65,850	70,010	74,170	78,330	82,510	86,650
65	61,690	65,850	70,010	74,170	78,330	82,490	86,670	90,810
70	65,850	70,010	74,170	78,330	82,490	86,650	90,830	94,970
75	70,010	74,170	78,330	82,490	86,650	90,810	94,990	99,130
80	74,170	78,330	82,490	86,650	90,810	94,970	99,150	103,290
85	78,330	82,490	86,650	90,810	94,970	99,130	103,310	107,450
90	82,490	86,650	90,810	94,970	99,130	103,290	107,470	111,610

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	981	1,328	1,674	2,021	2,368	2,714	3,063	3,408
10	1,328	1,674	2,021	2,368	2,714	3,061	3,409	3,754
15	1,674	2,021	2,368	2,714	3,061	3,408	3,756	4,101
20	2,021	2,368	2,714	3,061	3,408	3,754	4,103	4,448
25	2,368	2,714	3,061	3,408	3,754	4,101	4,449	4,794
30	2,714	3,061	3,408	3,754	4,101	4,448	4,796	5,141
35	3,061	3,408	3,754	4,101	4,448	4,794	5,143	5,488
40	3,408	3,754	4,101	4,448	4,794	5,141	5,489	5,834
45	3,754	4,101	4,448	4,794	5,141	5,488	5,836	6,181
50	4,101	4,448	4,794	5,141	5,488	5,834	6,183	6,528
55	4,448	4,794	5,141	5,488	5,834	6,181	6,529	6,874
60	4,794	5,141	5,488	5,834	6,181	6,528	6,876	7,221
65	5,141	5,488	5,834	6,181	6,528	6,874	7,223	7,568
70	5,488	5,834	6,181	6,528	6,874	7,221	7,569	7,914
75	5,834	6,181	6,528	6,874	7,221	7,568	7,916	8,261
80	6,181	6,528	6,874	7,221	7,568	7,914	8,263	8,608
85	6,528	6,874	7,221	7,568	7,914	8,261	8,609	8,954
90	6,874	7,221	7,568	7,914	8,261	8,608	8,956	9,301

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

B. Other Insurance Provisions

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

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

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For Professional Contracts)

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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