

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
INTENSIVE FAMILY SERVICES PROGRAM**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **CALM, Inc.** (CONTRACTOR).

WHEREAS, on June 27, 2023, the COUNTY approved the Agreement for Services with Independent Contractor, BC#23-045, (Agreement) with CONTRACTOR for the provision of Intensive Family Services Program;

WHEREAS, the initial term of the Agreement commenced on July 1, 2023 and is set to expire on June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (First Extension Period).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 4, **TERM**, of the Agreement, is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on July 1, 2024 and end performance upon completion, but no later than June 30, 2025, unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Title of Exhibit B of the Agreement is amended to state in its entirety:

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

3. Section A of **EXHIBIT B** of the Agreement is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$379,000 for the period of July 1, 2023 through June 30, 2024, *and not to exceed \$441,324 for the period of July 1, 2024 through June 30, 2025.*

4. Section B of **EXHIBIT B** is amended to state in its entirety:

C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (*Line Item Budget*) for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-2** (*Line Item Budget*) for the period of July 1, 2024 through June 30, 2025. Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

5. Section C of **EXHIBIT B** is amended to state in its entirety:

D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **EXHIBIT B-1 or B-2, as applicable**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

6. Add **EXHIBIT B-2**, Line Item Budget for Fiscal Year 2024/2025 as attached.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

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First Amendment to the Agreement between the **County of Santa Barbara** and **CALM, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Sheila La Guerra
Deputy Clerk

By: Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors

Date: 6-25-24

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

CALM, Inc.

By: Daniel Melson
Department Head

By: Alana Walczak
Authorized Representative

Name: Alana Walczak
President and Chief Executive
Title: Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Paul Lee
Deputy County Counsel

By: [Signature]
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: Greg Milligan
Risk Management

**EXHIBIT B-2
LINE ITEM BUDGET**

Term Beginning: 7/1/2024

Term Ending: 6/30/25

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Therapist	2.03	\$ 168,480.00
Mental Health Specialist (MHS)	0.50	\$ 31,200.00
MHS Supervisor	0.20	\$ 17,888.00
Program Manager	0.20	\$ 20,800.00
Senior Manager	0.08	\$ 9,360.00
Director of Clinical Operations	0.03	\$ 3,380.00
QA	0.03	\$ 1,560.00
Senior Manager of Continuous Quality Improvement	0.03	\$ 3,120.00
On Call Time		\$ 23,400.00
Sub-Total Salaries:		\$ 279,188.00

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Payroll taxes and expenses	\$ 27,771.00
Employee Benefits	\$ 69,428.00
Sub-Total Employee Benefits	\$ 97,199.00
Percentage Benefits	38.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 376,387.00

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	
Sub-Total Services	\$ -

2) Supplies

Item	Budget for Contract Term
Office Expense	
Program Expense	\$ 4,763.00
Education & Training	\$ 2,288.00
Telephone	
Mileage	\$ 2,200.00
Other*	
Sub-Total Supplies	\$ 9,251.00
TOTAL SERVICES AND SUPPLIES	\$ 9,251.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 12,105.00
Equipment Lease/Rental	\$ 2,800.00
IT/Tech	\$ 5,507.00
Furnishings	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Maintenance	
Other	
Indirect Cost Allocation 15%	\$ 60,908.00
Total Operating Expenses	\$ 81,320.00
GRAND TOTAL LINE ITEM BUDGET	\$ 466,958.00
Minus Match	\$ 25,634.00
TOTAL BEING REQUESTED	\$ 441,324.00

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Total Revenue		\$ -

E. TEN (10) Percent Cash or In-Kind Match Minimum

List all of your organization's current and projected sources and amounts of matching funds for the services your agency is applying to provide.

Source of Matching Funds	Dates funds will be available	Match Amount for Contract Term	Projected or Confirmed
Unrestricted Contributions		\$ 25,634.00	
Total Match		\$ 25,634.00	

ATTACHMENT C-1

Agreement – CALM – IFSP



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

June 27, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES DEPARTMENT

File Reference No. 23-00579

RE: Consider recommendations regarding an Agreement with CALM, Inc. for Intensive Family Services Program, as follows:

- a) Approve and authorize the Chair to execute an Agreement with CALM, Inc. (local vendor) to provide Child Welfare Services Intensive Family Services Program for a total contract amount not to exceed \$379,000.00 for the period of July 1, 2023 through June 30, 2024; and
- b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Nelson, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) **Approved and authorized; Chair to execute; and**
- b) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and CALM, Inc. with an address at 1236 Chapala St., Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Marianne Reagan, Adult & Children Services Operations Division Chief at phone number (805) 681-4529 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Alana Walczak, Chief Executive Officer at phone number (805) 965-2376 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, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Marianne Reagan, Adult & Children Services Operations Division Chief
Department of Social Services
234 Camino del Remedio, Santa Barbara, CA 93110, FAX: (805) 681-4529
Mreaga@countyofsb.org

To CONTRACTOR: Alana Walczak, Chief Executive Officer
CALM, Inc.
1236 Chapala St., Santa Barbara, CA 93101, FAX: (805) 963-6707
awalczak@calm4kids.org

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 1, 2023 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end

of the contract term has an option to renegotiate three (3) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. 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.

2. 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, she or it 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.

35. 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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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **CALM, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams, Chair
Board of Supervisors
Date: 6-27-23

RECOMMENDED FOR APPROVAL:

Social Services

By: *Daniel Nelson*
DocuSigned by:
11A5E47EB26A45A
Department Head

CONTRACTOR:

CALM, Inc.

By: *Alana Walczak*
DocuSigned by:
B95A4C8309724B2...
Authorized Representative
Name: Alana Walczak
Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Paul Lee*
DocuSigned by:
561262E0851A41B
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert W. Glis IV*
DocuSigned by:
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: *Gregory Milligan*
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Risk Management

EXHIBIT A

STATEMENT OF WORK

I. PROGRAM DESCRIPTION

Intensive family services are family centered services or resources that assist families by strengthening parent and family functioning while keeping children safe. These services are designed to prevent the removal of children from their home or reunify the family if the children have been removed. Services are comprehensive and family focused to fit the individual needs of each family.

The Child Welfare Services (CWS) Intensive Family Services Program (IFSP) is an active and engaging family and community-based service model that targets families active with the child welfare system whose child is at imminent risk of placement outside of the home, or to facilitate the safe and permanent return of the child to the parent/caregiver's home and care, if they have been removed. If the family cannot be stabilized to receive the child safely home, then an alternative permanent plan for the child will be developed as identified in the agency's concurrent plan. The goal is to remove the risk of harm to the child instead of removing the child from their home. By maintaining the child safely in their own home, the child will avoid the trauma of separation and placement.

II. TARGET POPULATION

IFSP clients shall meet the following requirements:

- A. Children and their families participating in voluntary family maintenance services; children who have been placed in the care of their parent(s) under the supervision of the Juvenile Court; or children who have been placed in out-of-home care under the supervision of the Juvenile Court; **and**
- B. Children who are at imminent risk of placement without intensive family services or planned return of child requires intensive family services for the successful re-integration of the children into the family; **and**
- C. The parent/caregiver is willing to engage in the intense family services provided.

III. DUTIES AND RESPONSIBILITIES

- A. CONTRACTOR shall:
 - i. **Length of Services** – Provide intensive family services typically for six to nine months unless otherwise approved by COUNTY, which includes step-down services, and pre- and post-reunification work. Intensive family services may be extended up to an additional three months if needed for continued support and follow-up visits to maintain positive changes.
 - ii. **Service Model** – Intensive family services shall be culturally responsive and include trauma informed services to support approximately 34-55 families competently and safely caring for children in their own home to prevent removal. Provide effective treatment involving all family members to improve parenting skills, protective capacities, parent-child interaction and attachment, as well as a range of parental life competencies such as communication and problem solving. Interventions shall be provided in individual or group settings and cater to the individual needs of the family. The model shall have particular emphasis on engaging the parents

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in behavior change and readiness for participation in community services as appropriate to their needs (mental health, substance abuse, domestic violence, etc.) and when applicable preparation for their child's return including parent/child visitation. Intensive family services shall be family-centered, culturally competent, trauma-informed, and consistent with the legal framework of the child welfare system and its values.

- iii. **Referral Process** - Upon referral from CWS worker, the CONTRACTOR's intake coordinator will contact the referring CWS worker in order to gather information regarding the child/family's protective factors, presenting problem, and level of acuity to triage and appropriately assign the family to a clinician/clinical team. Once assigned, a clinician/clinical team will be made available to see the family within 48 hours to begin assessment and treatment planning.
- iv. **Service Location** - Provide intensive family services almost entirely in the home, school, or other natural environment of the family. Therapeutic services can be administered in group settings if necessary and supportive to the client.
- v. **Contact Service Frequency** – Provide service intensity that is determined by CONTRACTOR for family needs and treatment planning. IFSP treatment is provided anywhere from one to several times per week based on need. Direct face-to-face contact and therapeutic services at the onset of treatment are encouraged and offered up to five hours per week, with frequency decreasing over the course of treatment as appropriate. CONTRACTOR staff shall be available through a crisis hotline 24 hours a day, 7 days a week.
- vi. **Referral Response Time** - Be available to contact families within 48 hours of the referral.
- vii. **Engagement** - Use a trauma-responsive, collaborative and friendly approach to engage and motivate families.
- viii. **Assessment and Goal Setting** – Conduct a comprehensive assessment across life domains, ongoing child safety assessment and planning, domestic violence assessment, suicide assessment and crisis planning. CONTRACTOR shall establish treatment plans within 30 days of service implementation. Periodic assessments are administered every six months after commencement of services and at termination.
- ix. **Crisis Stabilization** - CONTRACTOR staff is available by phone 24 hours a day, 7 days a week and can assist in de-escalation and crisis diffusion to create a safe environment for the child. Crisis stabilization is facilitated using evidence-based and trauma-informed techniques. All IFSP staff have the ability to recognize and report safety concerns and instances of suspected child abuse and/or neglect. Crisis stabilization may include coordinating respite care to facilitate a rapid return to the family.
- x. **Evidence-based interventions** - Utilize a range of evidence-based, clinical interventions, including but not limited to crisis intervention, parent child interaction therapy, family systems therapy motivational interviewing, parent education, skill building, and cognitive-behavioral therapy to increase protective factors in the family.
- xi. **Behavior Change** – Use cognitive and behavioral research-based and trauma informed practices and behavioral interventions targeted to improve the protective capacity of the parent(s) and to reduce and eliminate safety threats to children and prevent recurrence of child abuse and/or neglect.
- xii. **Parenting Education and Skill Development** – Teach parents and children a wide variety of “life skills” using practice, feedback, and homework. Intensive family services shall be provided through group or individual instruction. Intensive family services shall include parent mentoring and coaching; and developing and guiding parents in behavioral interventions.
- xiii. **Bonding and Attachment** –Promote improved child and parent interactions and relationships through various therapeutic methods such as Parent-Child Interaction Therapy.
- xiv. **Flexibility and responsiveness** - Tailor intensive family services to each family's needs, strengths, lifestyle, and culture. CONTRACTOR staff shall provide, as well as refer to, a wide

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range of intensive family services, from helping family meet the basic needs of food, clothing and shelter, transportation, employment, to sophisticated therapeutic techniques to address anger, conflict, crisis intervention, relationships, communication and assertiveness, child development, and parenting practices.

- xv. **Small Caseloads** - Have low caseloads to enable CONTRACTOR to be accessible and provide intensive family services with clinical supervision.
- xvi. **Community Support** – Provide community linkage, coordination and interactions to family by collaborating with and advocating for the family with community service providers. Act as a broker of intensive family services for the family. Provide family timely access to community services, increase parental and family social connections and concrete social networks, and increase social and emotional competence of children.
- xvii. **Homemaker/ Parent Aid Services** – Provide in-home support services to help parents build their capacity to fulfill parenting and homemaker responsibilities such as job seeking, budgeting, cooking, problem solving, advocacy and age appropriate development and discipline. These services are provided as an adjunctive service and shall not be primary interventions delivered to the family.
- xviii. **Follow-up Service/Aftercare and Discharge Planning** - Provide families with interim reinforcement following an intensive period of intervention for a minimum of 30 days. This may include service provision subsequent to CWS case closure to include well-defined, written discharge planning shared with the family and CWS to include at a minimum:
 - 1. Discharge planning is discussed with COUNTY and based on criteria such as meeting treatment goals and/or CONTRACTOR, COUNTY, and family determine that significant progress has been met, and IFSP services are no longer needed.
 - 2. Summary of progress that includes targeted concerns, strengths and interventions and assessment of family functioning, protective capacity, vulnerability and risk at case closure.
 - 3. Summary of recommendations that includes individual and family plan for continued interventions and safeguards (both formal and natural) that will prevent recurrence of child abuse or neglect.
- xix. **Bilingual/Culturally Competent Services** – Provide intensive family services that are culturally competent and provided in English and Spanish, if necessary.
- xx. **Staff Qualifications** - CONTRACTOR staff who provide primary interventions shall be master's level staff degreed in a mental health/social service related field such as social work, psychology or counseling. Clinical oversight shall be provided through a doctorate or master's level clinician. Other individual aid supportive services may be provided through non-degreed CONTRACTOR staff but must be supervised by a bachelor's or master's level degreed CONTRACTOR staff. All CONTRACTOR staff must be trained in trauma informed and trauma responsive related practices.
- xxi. **Mandated Reporting**- IFSP staff must have the ability to recognize and report safety concerns and will refer any alleged allegations of child abuse or neglect to CWS in accordance with mandated reporter responsibilities.
- xxii. **Program Evaluation** - Have a rigorous program evaluation component that consists of validated tools to measure family outcomes and ensure treatment efficacy.
- xxiii. **Monthly Progress Reports** –Complete comprehensive client progress reports that include dates of contact, summary of interventions, response to treatment and recommendations for discharge.
- xxiv. **Child and Family Team (CFT) Meetings** – Participate in all scheduled CFT meetings for the child (ren). The CFT shall engage family members and address needs for and decisions around placement, immediate safety and risk needs, and to begin case-planning activities. As such,

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intensive family services shall be informed by the Child and Family Team, which includes but is not limited to the child; parents; resource parents; and service providers.

- xxv. **Transportation Assistance** –Coordinate transportation as necessary to support the family to achieve reunification goals.
- xxvi. **Family Well-Being** – Provide resources, support and education to assist family to improve physical health, employment and financial stability, educational stability for children, opportunities for sports and recreation for children.

B. COUNTY shall:

- i. Provide referrals to the CONTRACTOR for eligible families utilizing agreed upon IFSP referral form.

IV. REPORTING REQUIREMENTS

CONTRACTOR shall submit monthly detailed reports, which shall include the following:

- A. **Demographics** - child name and age, caregiver name and type (parent/substitute care provider), location.
- B. **Referral Detail** – date received, date CWS response given, date of first contact with family, date of program exit.
- C. **Appointment Detail** – number of appointments scheduled/kept by CONTRACTOR.
- D. **Services/ Interventions provided** – i.e. stress management, communication skills, anger management, parenting, etc.
- E. **Status of Goals** – met, met/sufficient progress, not met/closed.

V. PERFORMANCE MEASURES/OUTCOMES

A. CONTRACTOR shall:

- i. 95% of the referrals received shall be responded to by the CONTRACTOR within 48 hours of referral.
- ii. 100% compliance with scheduled appointments by the CONTRACTOR.
- iii. 85% of the children/families will meet identified treatment goals at service termination as evidenced by clinical assessment, observation, and standardized measurement instrument outcomes.

Additional performance outcome measures to be developed in conjunction with the selected CONTRACTOR.

VI. GENERAL CONTRACT PROVISIONS

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A. CONTRACTOR shall:

- i. CONTRACTOR will obtain prior written approval from the COUNTY, prior to purchasing any furniture, equipment, Electronic Data Processing (EDP) hardware or software funded through this Agreement. CONTRACTOR will return to COUNTY upon expiration or termination of this Agreement all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this Agreement.
- ii. Monitoring Audit Exceptions and Disallowed Costs – CONTRACTOR will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the state, including cost allocation methodologies. Except to the extent that the state and/or the COUNTY determines it will assume liability, CONTRACTOR will be liable for and will repay, to the COUNTY, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment will be from funds other than those received under this Agreement.

B. COUNTY shall:

Perform both a programmatic and a fiscal closeout to determine CONTRACTOR's full compliance with contract provisions in connection with the end of the Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$379,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (Notices).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

EXHIBIT B-1

LINE ITEM BUDGET

Term Beginning: July 1, 2023

Term Ending: June 30, 2024

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Therapist	2.00	\$ 149,760.00
Mental Health Specialist	0.50	\$ 31,200.00
Clinical Supervisor	0.30	\$ 26,208.00
Administrative Positions		
Program Manager	0.15	\$ 14,040.00
Senior Manager	0.10	\$ 11,440.00
Director of Clinical Operations	0.03	\$ 3,120.00
Quality Assurance, Intake, and Continuous Quality Improvement	0.08	\$ 6,240.00
Sub-Total Salaries:		\$ 242,008.00

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Benefits	\$ 60,502.00
Sub-Total Employee Benefits	\$ 60,502.00
Percentage Benefits	25.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 302,510.00

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	
Sub-Total Services	\$ -

2) Supplies

Item	Budget for Contract Term
Office Expense	
Program Expense	
On Call Hours	\$ 23,400.00
Education and Training	\$ 2,432.00
Telephone	\$ 3,000.00
Mileage*	
Other*	
Sub-Total Supplies	\$ 28,832.00
TOTAL SERVICES AND SUPPLIES	\$ 28,832.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Utilities, Software/IT, Office Rent, Mileage	\$ 16,000.00
Equipment Lease/Rental	\$ 2,744.00
Supplies	\$ 750.00
Consulting/Professional Fees, HR Costs	\$ 1,020.00
Indirect Cost Allocation 15%	\$ 52,778.00

EXHIBIT C

Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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