

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
SANTA BARBARA COUNTY PUBLIC HEALTH SEXUAL ASSAULT RESPONSE TEAM
and
VENTURA COUNTY FORENSIC EXAMINER PROGRAM
for the period
JULY 1, 2021 through JUNE 30, 2024

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 Ventura County, a political subdivision of the State of California (hereafter CONTRACTOR) wherein both CONTRACTOR and COUNTY (collectively referred to as "parties" or individually as "party") agrees to provide and to accept the services specified herein.

WHEREAS, COUNTY Public Health Department has a need for support on Sexual Assault Medical Forensic Exams when staffing is unable to meet the needs of the survivor;

WHEREAS, CONTRACTOR has trained Sexual Assault Response Team (SART) Nurse or Provider Examiners that can meet the needs of all parties involved in Sexual Assault cases brought to COUNTY;

WHEREAS, COUNTY and CONTRACTOR are in good standing with the Board of Registered Nurses, the Medical Board of California, Cal OES, and maintain up to date policies and procedures within the guidelines of state agencies;

WHEREAS, CONTRACTOR has the ability to perform Sexual Assault Forensic exams for survivors outside of the county bounds when requested by COUNTY law enforcement of an advocacy agency with exam authorization permission within their scope of work and collect payment for fees set by CONTRACTOR;

WHEREAS, the requirement for 24/7 coverage of a forensic nurse or provider examiner is defined and fluctuations in coverage necessitate support from neighboring county's forensic teams;

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

1. **DESIGNATED REPRESENTATIVE**

Kelley Barragan Director of Maternal, Child, & Adolescent Health (MCAH) Program at phone number 805-681-5476 or Lauren Grant SART Nurse Coordinator at phone number 805-681-5368 are the representatives for the Santa Barbara County Public Health Department Sexual Assault Response Team and will administer this Agreement for and on behalf of COUNTY. Jessica Flanagan Ventura County Forensic Examiner Program Coordinator at phone number 805-652-7657 or Cynthia Fenton, Director of Nursing for Ventura County Ambulatory Care Clinics at phone number 805-677-5258 are the authorized representatives 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 with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Kelley Barragan, Director of MCAH Program
345 Camino del Remedio
Santa Barbara, CA 93110
PH: 805-681-5476

Lauren Grant, SART Nurse Coordinator
345 Camino del Remedio
Santa Barbara, CA 93110
PH: 805-681-5368

Kelly Lazarus, Contracts Unit Supervisor
300 N. San Antonio Road, Building 8
Santa Barbara, CA 93110
PH: 805-681-5107

To CONTRACTOR: Ventura County Ambulatory Care Administration
Attn: Forensic Examiner Program
800 South Victoria Avenue
#4615
Ventura, CA 93009

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 as attached hereto and incorporated herein by reference.

4. **TERM**

COUNTY and CONTRACTOR shall commence performance on July 1, 2021 and end performance no later than June 30, 2024, unless earlier terminated as specified in Section 19.

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 Agreement number assigned by CONTRACTOR 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 a correct and valid invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that the parties (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as independent contractors to each other and not as an officer, agent, servant, employee, joint venture, partner, or associate of either party. Furthermore, neither party shall have the right to control, supervise, or direct the manner or method by which the other party shall perform its

work and function. However, each party shall retain the right to administer this Agreement so as to verify that the other party is performing its obligations in accordance with the terms and conditions hereof. Each party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of 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 and COUNTY may be providing services to others unrelated to the CONTRACTOR or 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 either party delivers to the other party 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 such a 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 each party without additional compensation.

8. DEBARMENT AND SUSPENSION

Each party certifies 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. Each party also certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

Each party 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. Neither party shall be responsible for paying any taxes on the other party's behalf. Should one party be required to pay such taxes by state, federal, or local taxing agencies, the other party agrees to promptly reimburse the party that was required to pay 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

Each party covenants that it does not presently have an 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. Each party must promptly disclose to the other party, in writing, any potential conflict of interest. The parties retain the right to waive a conflict of interest disclosed if the conflict is determined to be immaterial, and such waiver is only effective if provided in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Each party 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. Neither party shall release any of such items to other parties except after prior written approval.

12. NO PUBLICITY OR ENDORSEMENT

Neither party shall use the other party's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Neither party shall in any way contract on behalf of or in the name of the other party.

13. RECORDS, AUDIT, AND REVIEW

Each party shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of the 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. Each party shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. Parties may be subject to the examination and audit of the California State Auditor, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Each party will participate in any audits and reviews at no charge.

14. INDEMNIFICATION AND INSURANCE

The parties agree to the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

15. 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.

16. NONEXCLUSIVE AGREEMENT

The parties understand that this is not an exclusive Agreement and that each party shall have the right to negotiate with and enter into contracts with others providing the same or similar services.

17. NON-ASSIGNMENT

CONTRACTOR and COUNTY 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 CONTRACTOR 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.

18. TERMINATION

- A. **For Convenience.** Either party may terminate this Agreement in whole or in part upon thirty (30) days written notice.
- B. **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 local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then either party may terminate or suspend this Agreement in whole or in part, with or without a prior notice period.

- C. **For Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, either party may, at its sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR or COUNTY 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 or COUNTY, unless the notice directs otherwise.

19. 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.

20. 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.

21. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY or CONTRACTOR 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.

22. TIME IS OF THE ESSENCE

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

23. NO WAIVER OF DEFAULT

No delay or omission of either party 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 shall be exercised from time to time and as often as may be deemed expedient.

24. 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.

25. 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.

26. COMPLIANCE WITH LAW

Each party 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.

27. 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.

28. 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.

29. 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 and COUNTY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR AND COUNTY is obligated, which breach would have a material effect hereon.

30. 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.

31. 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.

(Signatures of following pages.)

Agreement for Services of Independent Contractor between the COUNTY and CONTRACTOR

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley daGuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: Joan Hartmann
Chair, Board of Supervisors

Date: 6-28-22

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: Van Do-Reynoso
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Risk Management

Agreement for Services of Independent Contractor between the COUNTY and CONTRACTOR

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CONTRACTOR:

By: _____
County of Ventura

Date: _____

Title: _____

Agreement for Services of Independent Contractor between the COUNTY and CONTRACTOR

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

DocuSigned by:
By: Robert W. Geis
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

DocuSigned by:
By: [Signature]
Deputy County Counsel

DocuSigned by:
By: Greg Milligan
Risk Management

Agreement for Services of Independent Contractor between the COUNTY and CONTRACTOR

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2021.

CONTRACTOR:

By: _____
County of Ventura

Date: _____

Title: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: _____
Deputy County Counsel

By: _____
Risk Management

Agreement for Services of Independent Contractor between the COUNTY and CONTRACTOR

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2021.

CONTRACTOR:

By:

DocuSigned by:
Barry L. Zimmerman

8E8C75362DE04A5...

Date:

6/7/2022

Title:

Director

**EXHIBIT A
STATEMENT OF WORK**

CONTRACTOR to perform Medical-legal Forensic Exams for adults and adolescents who have been sexually assaulted in accordance with approved policies and procedures. CONTRACTOR to perform services following the terms below:

- **TARGET POPULATION:** Adults and adolescents who have been sexually assaulted. Perform medical-legal examination for individuals with suspected sexual abuse, performed in accordance with approved policies and procedures.
- Serve as medical information resource regarding medical aspects of sexual abuse and assault.
- Maintain medical documentation in case files and electronic records according to policy established for transportation and protection of documents.
- Obtain specimens for testing from survivors for sexually transmitted diseases when permission and authorization are granted.

Compliance

- **COMPLIANCE WITH HIPAA:** COUNTY and CONTRACTOR are 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 to all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
- CONTRACTOR shall review the COUNTY Compliance Program Plan, Code of Ethics and Risk Plan (Public Health Department Compliance Program Webpage) and adhere to the policies and procedures outlined in these plan elements at all times under the terms of this Agreement.
- CONTRACTOR shall conduct regular and frequent review of all clinical, support staff and any subcontractors providing services to COUNTY under this Agreement against the Centers for Medicare & Medicaid Services (CMS) exclusions list and other applicable lists.

CONTRACTOR or any CONTRACTOR staff or CONTRACTOR subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement nor shall the cost of such staff be claimed to CMS or COUNTY.

If CONTRACTOR is found to be on any of these lists, CONTRACTOR shall not provide services under this Agreement nor shall the cost of CMS eligible services be claimed to CMS or COUNTY.

CONTRACTOR will ensure SART nurse(s) and physician(s) are credentialed and privileged and remain in good standing throughout the period of this agreement.

LOCATION WHERE SERVICES WILL BE PROVIDED:

Family Justice Center Ventura
3170 Loma Vista Road
Ventura, CA 93003

Safe Harbor Simi Valley:
2639 Avenida Simi
Simi Valley, CA 93065

Public Health Building
3147 Loma Vista Road
Ventura, CA 93003

Safe Harbor Ventura
2982 Marth Drive
Ventura, CA 93003

DATE AND TIME OF SERVICES PROVIDED: Varies

COUNTY'S QUALIFICATIONS: CONTRACTOR is a nurse or physician licensed in the State of California with additional specialized California Clinical Forensic Medical Training Center (CCFMTC) OR CalSAFE training to conduct forensic exams for victims of sexual assault with Adult and Adolescent exam training.

REPORTING REQUIREMENTS AND PERFORMANCE MEASURES: Exam kits (specimens) will be provided to the Santa Barbara County Law Enforcement Agency that authorized the exam.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

COUNTY shall pay CONTRACTOR two hundred and fifty dollars (\$250.00) per hour for Court time and medical case reviews. COUNTY shall pay CONTRACTOR six hundred and fifty dollars (\$650) per adult or adolescent exam until October 1, 2021 and COUNTY shall pay CONTRACTOR one thousand two hundred fifty dollars (\$1,250) from October 1, 2021 onward per adult or adolescent exams.

Contract amount for the period of July 1 2021 through June 30, 2024 shall not exceed one hundred and fifty thousand dollars (\$150,000) per fiscal year.

CONTRACTOR shall submit an electronic monthly invoice to the COUNTY designated representative listed below following provision of services as outlined:

SART Program, Lauren Grant
345 Camino del Remedio #308
Santa Barbara, CA 93110
Email: lgrant@sbcphd.org

The invoice must be on agency letterhead and must include the assigned contract number. The following language must also be included on the invoice:

I, _____ certify under penalty of perjury that I am an official of and am duly authorized to sign the certification and that to the best of my knowledge and information, I believe each statement and amount in the accompanying invoice to be true, correct, and in compliance with applicable state and federal laws.

Exhibit C

Indemnification and Insurance Requirements

INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY and COUNTY shall notify CONTRACTOR 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 and COUNTY shall each 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 and COUNTY, 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 the insured party 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. **Performance Bond:** as described below.

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 CONTRACTOR. Any available insurance

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

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

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).

CONTRACTOR, 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 COUNTY 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 COUNTY'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. For any claims related to this Agreement, the COUNTY's insurance coverage shall be primary insurance as respects the CONTRACTOR, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CONTRACTOR, its officers, officials, employees, agents or volunteers shall be excess of the COUNTY'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 other party.
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 affect 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.

COUNTY hereby grants to CONTRACTOR a waiver of any right to subrogation which any insurer of said COUNTY may acquire against the CONTRACTOR by virtue of the payment of any loss under such

insurance. COUNTY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CONTRACTOR 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 or CONTRACTOR. The COUNTY may require the CONTRACTOR or the CONTRACTOR may require the COUNTY 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 the other party, 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.

COUNTY shall furnish the CONTRACTOR 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 CONTRACTOR before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the COUNTY's obligation to provide them. The COUNTY shall furnish evidence of renewal of coverage throughout the term of the Agreement. The CONTRACTOR 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 and CONTRACTOR have 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 or CONTRACTOR 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. COUNTY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and COUNTY shall ensure that CONTRACTOR is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY and CONTRACTOR reserve 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 different coverage limits must be made by a written amendment to this Agreement mutually agreed to by the parties.

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.

Any failure, actual or alleged, on the part of CONTRACTOR 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 CONTRACTOR.