

Board Contract # _____

**LICENSE AGREEMENT AND
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

IDEA ENGINEERING, INC.

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS
AND CONDITIONS

**LICENSE AGREEMENT AND AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made by and between the County of Santa Barbara (hereafter County, Department, or Client), a political subdivision of the State of California, and **Idea Engineering, Inc.** (hereafter Contractor), a California corporation with an address at 2520 De La Vina Street, Santa Barbara, CA 93105, wherein Contractor agrees to provide, and County agrees to accept, the services specified herein (hereafter Agreement).

WHEREAS, Contractor owns or controls the Content (as defined in Exhibit A-1) and wishes to grant to County a license to the Content, and County wishes to obtain a license to the Work for the uses and purposes described herein, each pursuant to the terms, covenants, and conditions herein set forth; and

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, each pursuant to the terms, covenants, and conditions herein set forth.

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Simon Dixon at phone number 805-963-5399 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

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

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 Fax: 805-681-5262

To Contractor: Simon Dixon, CEO & Executive Creative Director
 Idea Engineering, Inc.
 2520 De La Vina Street
 Santa Barbara, CA 93105
 Phone: 805-963-5399

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. GRANT OF RIGHTS AND SCOPE OF SERVICES.

Contractor agrees to grant to County a license to the Content and provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on **May 1, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

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

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. 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 the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

Except as otherwise provided in Exhibit A-1, 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.

Except as otherwise provided in Exhibit A-1, 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, except as the Director of the Department of Behavioral Wellness or designee determines is required to provide services to County under this Agreement. 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.

- A.** Contractor and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.
- B.** Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C.** Contractor agrees that County, the Department of Health Care Services, the Department of General Services, the Bureau of State Audits, or their designated representatives including, but not limited to, the Comptroller General of the United States, or the California Institute for Behavioral Health Solutions (hereafter Authorized Representatives) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Authorized

Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.

- D.** Contractor and/or Subcontractor(s) shall preserve and make available its records (a) for a period of ten years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- E.** Contractor and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, Contractor and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- F.** Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- G.** 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. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions 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 goods or services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Each party shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party 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. In addition to Section 6.A.i (Campaign Refunds) of Exhibit A-1, 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.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the

obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), 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. SUSPENSION FOR CONVENIENCE.

The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. 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.

22. 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.

23. 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.

24. TIME IS OF THE ESSENCE.

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

25. 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.

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. 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.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health 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, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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, except that the provisions in the numbered sections and Exhibits A-2 and A-3 shall prevail in the event of conflict with the provisions in Exhibit A-1.

34. PRIOR AGREEMENTS.

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on **May 1, 2023**.

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Idea Engineering, Inc.

By:  _____
Authorized Representative


Name: Simon Dixon

Title: CEO

Date: 4/19/2023


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

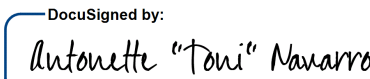
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:  _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

EXHIBIT A-1 Idea Engineering Content License

EXHIBIT A-2 STAY – Suicide Prevention Turn-Key Campaign

EXHIBIT A-3 Destigmatizing Behavioral Health Services Campaign

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
IDEA ENGINEERING CONTENT LICENSE

1. Licensing of Content

Idea Engineering hereby grants to CLIENT a right and license to use the Content on the terms and conditions of this Agreement. The “Content” is defined as the Turn-Key “STAY” (© 2021 Idea Engineering) campaign components (website, web pages, advertisements, photos, videos, etc.) set forth in Exhibit A-2. All Content downloaded or otherwise obtained from Idea Engineering is subject to this Agreement. CLIENT use of the Content is subject to this Agreement. No part of this Agreement will be understood to confer ownership of any Idea Engineering produced content to CLIENT.

2. Use of Content

The license granted to CLIENT hereunder is limited to displaying, broadcasting, or otherwise publishing Content (including in websites, blog posts, social media, advertisements, marketing campaigns, newspapers, magazines, or in web and mobile applications) in the CLIENT licensed region, Santa Barbara County, without any edits or modifications. CLIENT may only use Content consistent with the rights granted to CLIENT in this Section 2 (Use of Content) and subject to the restrictions contained in Section 3 (Content Use Restrictions) below. Subject to those restrictions and the rest of the terms of this Agreement, the rights granted to CLIENT by Idea Engineering are:

- A. **Perpetual**, meaning there is no expiration or end date on CLIENT’s rights to use the Content that CLIENT purchases from Idea Engineering unless and until this Agreement is terminated as provided in Section 19 (Termination) of the Standard Terms and Conditions of this Agreement.
- B. **Non-exclusive**, meaning that CLIENT does not have exclusive rights to use the Content. CLIENT acknowledges and agrees that Idea Engineering can license the same Content to other customers; provided, however, that if CLIENT chooses to have Idea Engineering “Localize” CLIENT Content to incorporate design features that use County’s name or logo or any variation of such name or logo then those design features will only appear in CLIENT Content and will not be licensed to others.
- C. **Unlimited**, meaning CLIENT can use the Content in an unlimited number of impressions in CLIENT’s licensed region. (See Exhibit A-2)

3. Content Use Restrictions

- A. **No Unlawful Use.** CLIENT may not use Content in an unlawful manner. CLIENT shall use Content in accordance with all applicable federal, state, and local laws and regulations.
- B. **No Sharing of Usage Rights.** Only CLIENT and its distributors may use Content to communicate with residents of licensed area. CLIENT may not extend, assign, or sublicense CLIENT usage rights to any other person, entity, corporation, agency,



firm, individual or group of individuals without express written permission from Idea Engineering.

- C. **No Use Beyond Licensed Region.** Client may not purposely use Content in any way outside of the region for which it is licensed. The CLIENT licensed region shall consist only of the geographic area agreed to by Idea Engineering and CLIENT in writing. CLIENT will not hide, occlude, remove or replace CLIENT URLs from any Content and will ensure that all web media click-through Content is addressed to CLIENT website. CLIENT may use Content only through or on channels, platforms, media or other distribution vehicles, whether printed or digital, that are primarily intended to be viewed or heard by residents of Santa Barbara County.
- D. **No Use in Trademark or Logo.** CLIENT may not incorporate or otherwise use Content (in whole or in part) in a trademark, design mark, tradename, business name, service mark, logo, or similar identifying mark or name. Additionally, CLIENT shall not be entitled to register (in any jurisdiction) such Content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third-party use of the Content or any similar Content (including by Idea Engineering or Idea Engineering's other customers).
- E. **No Representation of Authorship.** CLIENT may not represent that CLIENT is the original creator or owner of the Content.
- F. **No Products for Resale.** CLIENT may not use Content in connection with any goods or services intended for resale.
- G. **No Repurposing.** CLIENT may not, for CLIENT's own use or for anyone else's use, incorporate Content into other works, or derive other works from Content. For example, CLIENT may not create ads based on Idea Engineering's ads, or create a brochure based on Idea Engineering's website. CLIENT may not create a campaign or additional materials that are materially based on the design, creative rationale, intellectual property, and/or copy-writing of this or any Idea Engineering campaign. CLIENT understands and agrees that the license granted to CLIENT hereunder permits only the displaying, broadcasting, or otherwise publishing of unmodified Content within the licensed region, and no other use.
- H. **No Modifications.** CLIENT may not make any modifications to Content. All modifications may only be made by Idea Engineering at additional cost to CLIENT. Notwithstanding the foregoing, if CLIENT purchases the associated Turn- Key Campaign website, then, CLIENT may make edits to provided "local resources" website pages that are purposefully editable via the provided content management system.
- I. **No Electronic Templates.** CLIENT may not use Content in electronic or digital templates intended for resale or other distribution (for example, website templates, ad templates, brochure design templates).
- J. **Notice of Infringement.** CLIENT shall promptly notify Idea Engineering in writing, within two business days of becoming aware of any actual or reasonably suspected infringement or misuse of any Content or Idea Engineering intellectual property,



and CLIENT shall cooperate with Idea Engineering in taking appropriate action to the extent reasonably requested by Idea Engineering.

4. Rights of Use

- A. The rights granted to CLIENT hereunder are **non-transferable** and **non-sublicensable**, meaning that CLIENT cannot assign, transfer or sublicense them to anyone else.

5. Intellectual Property Rights

- A. Ownership. CLIENT acknowledges that, as between CLIENT and Idea Engineering, all Content is owned by Idea Engineering. All rights not expressly granted to Client in this agreement are reserved by Idea Engineering.
- B. **Attribution.** As supplied, each campaign component will carry the following identification: "© 2021 Idea Engineering." Attribution must be included for all uses and may not be removed without the express written permission of Idea Engineering. If CLIENT purchases the associated Turn-Key Campaign website, then, the attribution on the website will be a hyperlink on each page that links to Idea Engineering's website.

6. Refunds/Cancellation/Withdrawal

- A. **Refunds/Cancellation.**
 - i. **Campaign Refunds.** Provided CLIENT has not received, downloaded or used any Content, CLIENT may terminate this agreement within 14 business days of the CLIENT's approval or signature of this Agreement and will receive a full refund of any amount paid.
 - ii. **Customized or Localized Content.** Refunds for any Content that have been customized or localized will only be made to the extent of the cost of the non-localized and non-customized cost of the campaign. CLIENT will be responsible for paying any customization or localization costs that CLIENT has requested.
 - iii. **Campaign Component Refunds.** No refunds will be made for downloaded or otherwise received campaign components. Returns will only be considered based on proven technical issues with the Content file(s) at the sole discretion of Idea Engineering.
 - iv. **Request for Refund.** All requests for refunds/cancellations must be made in writing. If the request is approved, Idea Engineering will issue a check. In the event of cancellation, CLIENT rights to use the Content terminates and CLIENT must delete or destroy any copies of the Content and confirm to Idea Engineering in writing.

B. Content Withdrawal.

Idea Engineering may discontinue licensing any item of Content at any time in its sole discretion. Upon notice from Idea Engineering, Idea Engineering may require CLIENT to immediately: cease using specific Content, delete or destroy any copies; and ensure that CLIENT distributors do likewise. Idea Engineering will subsequently provide CLIENT with replacement Content (determined by Idea Engineering in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

7. Representations and Warranties

Idea Engineering makes the following representations and warranties:

A. Warranty of Non-Infringement.

Idea Engineering solely and exclusively owns the right, title, and interest in and to the Content in connection with CLIENT's uses permitted hereunder in the CLIENT licensed region. CLIENT use of the Content in accordance with this Agreement and in the form delivered by Idea Engineering will not infringe or otherwise conflict with the rights of any other person or entity. All necessary model and/or property releases for use of the Content in the manner authorized by this Agreement have been obtained. There is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of the Content in connection with CLIENT's uses permitted hereunder in the CLIENT licensed region. Idea Engineering has not brought or threatened any claim against any third party alleging infringement of the Content, nor is any third party infringing or threatening to infringe the Content. CLIENT shall be solely liable for costs incurred or claims arising from any unauthorized edits or other modifications made by CLIENT to Content.

B. Warranty of Accuracy.

Idea Engineering represents and warrants the accuracy of the Content upon receipt or download by Client.

C. No Other Warranties.

Except as provided in this Section 7 (Representations and Warranties), Idea Engineering makes no representation or warranty of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Idea Engineering does not represent or warrant that the Content will meet CLIENT requirements or that its use will be uninterrupted or error free. Idea Engineering has no responsibility for updating the content after it has been received or downloaded by CLIENT.

8. Indemnification/Limitation of Liability.

- A. Indemnification of Idea Engineering by CLIENT.
CLIENT agrees to defend, indemnify and hold harmless Idea Engineering and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors, agents, and employees from all damages, liabilities and expenses directly caused by or in connection with any third-party claim, suit, action, or proceeding (hereafter "Third-Party Claim") relating to any actual or alleged infringement or other violation of any intellectual property rights of any person or entity resulting from County's use of the Content; in each case, except to the extent any such Third-Party Claim relates to the use of the Content in accordance with this Agreement or otherwise is covered by Idea Engineering indemnity obligations in this Agreement.

9. General Provisions.

- A. Audit/Certificate of Compliance.
Upon reasonable notice, CLIENT agrees to provide Idea Engineering an audit of where the Content has been used, including social media sites, web, print and broadcast media buys. In addition, upon reasonable notice, Idea Engineering may, at its discretion, either through its own employees or through a third party, audit CLIENT's records, including those held by CLIENT's distributors or other third parties, directly related to this agreement and CLIENT use of licensed Content in order to verify compliance with the terms of this agreement. Where Idea Engineering reasonably believes that Content is being used outside of the scope of the license granted under this agreement, CLIENT agrees, at Idea Engineering's request, to provide a certificate of compliance signed by an authorized signatory of CLIENT, in a form to be approved by Idea Engineering.
- B. Electronic Storage.
CLIENT agrees to retain the copyright symbol, the name of Idea Engineering, the content's identification number and any other information that may be embedded in the electronic file containing the original Content, and to maintain appropriate security to protect the Content from unauthorized use by third parties. CLIENT may make one (1) copy of the Content for back-up purposes.
- C. Waiver.
No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement.
- D. Taxes.
CLIENT agrees to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to CLIENT, or of CLIENT use of the licensed content.



E. Interest on Overdue Invoices.

If CLIENT fails to pay an invoice in full within the time specified, Idea Engineering may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.

EXHIBIT A-2
STATEMENT OF WORK
STAY – SUICIDE PREVENTION TURN-KEY CAMPAIGN

- 1. SUMMARY.** Contractor shall provide the “STAY” suicide prevention Turn-Key campaign, and research and develop a media plan for the County of Santa Barbara Department of Behavioral Wellness. The STAY suicide prevention campaign is a relevant and evidence-based suicide prevention media campaign that will target several high-risk groups including:

- A. LGBTQ+;
- B. Teens;
- C. Military and first responders;
- D. Middle-aged men and women; and
- E. Older adults.

In addition, the campaign reframes the conversation around suicide in a way that is accessible to all viewers. The overriding message of this campaign is that asking people to stay and reach out gives critical time for local resources to become involved and lower suicidal ideations. The goal of this campaign is to give people time to contact mental health resources and individual support systems as a part of suicide prevention.

This completed campaign will be available to the County in both English and Spanish. Lifeline and resource information to Santa Barbara County Suicide Prevention Resources will be localized to direct viewers. County will provide Contractor with the specified information to localize the campaign.

- 2. OBJECTIVES.** Contractor shall:

- A. Provide Idea Engineering’s established “STAY” campaign package, inclusive of the following seven (7) message themes:
 - 1. *Toward Sunset*
 - 2. *Finding Pride*
 - 3. *Coming Home*
 - 4. *Stuck in the Web*
 - 5. *End of Shift*
 - 6. *Here I Stay*
 - 7. *Voices*
- B. Provide seven (7) thirty-second digital Public Service Announcements (PSAs) in both English and Spanish;
- C. Provide seven (7) thirty-second video broadcast PSAs;
- D. Provide seven (7) digital banner advertisements in three standard sizes:
 - 1. 320x50 pixels;

2. 300x250 pixels; and
 3. 728x90 pixels.
- E. Provide seven (7) social media graphics in one standard size: 1200x1200 pixels;
- F. Provide fourteen (14) print PDFs (2 PDF versions) according to specifications provided by Santa Barbara County Behavioral Wellness; and
- G. Provide website graphics.
- H. **Microsite Hosting and Technical Support.** Contractor shall provide ongoing web hosting and maintenance for up to two (2) years, including domain name registration, software updates, site monitoring and backups, Secure Sockets Layer (SSL) certificate, website analytics, and general web and content management system (CMS) technical support. Contractor shall also install and manage an accessibility widget and a translation widget if needed for additional language support beyond Spanish. Contractor shall install and provide basic website analytics via Google Analytics. Contractor shall also provide a one-hour training tutorial on website maintenance and a recording of this training and a training manual.
- I. **Media Buying.** Contractor shall negotiate, place, traffic, and reconcile media to allow for accurate reporting to County.
- J. **Comprehensive Media Plan.** Contractor will research and develop a media plan for Santa Barbara County Behavioral Wellness. The media plan will include recommendations for broadcast and cable TV, digital ads, and radio through a date no later than December 31, 2023. The media plan will target both English- and Spanish-speaking audiences in North and South Santa Barbara County.
- K. **Measurable Objectives.** Contractor will measure and report to Behavioral Wellness ratings for traditional media spots. Contractor will measure and report all exposure to digital advertisements, plus click-through rate. Contractor will report visits to the STAY website. Google Analytics will be used to gather this data.

3. ADDITIONAL TERMS.

- A. Contractor will digitally deliver all campaign materials listed above and collaborate with Santa Barbara County Behavioral Wellness staff throughout the development and implementation of the media plan and placement.
- B. Campaign extensions with new ads and content will be available as future purchase options. Videos can be used in Digital, Broadcast, and Social Media platforms.

EXHIBIT A-3

STATEMENT OF WORK

DESTIGMATIZING BEHAVIORAL HEALTH SERVICES CAMPAIGN

1. **PROJECT SUMMARY.** Idea Engineering, Inc. (Contractor) shall develop countywide mental health and substance use stigma and discrimination reduction materials for Santa Barbara County Department of Behavioral Wellness (County). The goal of the materials will be to increase awareness of mental health and substance use issues, increase knowledge of behavioral health resources available in Santa Barbara County, and decrease stigma and discrimination against having mental illness and seeking mental health supports.
 - A. Target audiences, languages, components and materials, and media channels will be determined strategically through Contractor research, expertise, and recommendations as well as from input from County and its Cultural Competency Diversity Action Team (CCDAT) and its sub-committee Building Resilient Communities (BRC).
 - B. Contractor shall work with County to develop ongoing strategy, and the workflow can be flexible and agile as client opportunities and community needs arise. In such case, Contractor will work with County to adjust the plan as needed, while keeping overall goals prioritized.
 - C. Materials may be developed for the following groups:
 1. At-risk populations: Black, Indigenous and People of Color, LGBTQ+, older adults, deaf and hard of hearing, transitional aged youth, veterans, people with serious and persistent mental illness and their families, alternative education students, youth at high risk for substance use disorder, people at high risk of opioid overdose, unsheltered persons, and other unserved and underserved populations. Great care will be taken to not further stigmatize these populations.
 2. Language groups: monolingual English, monolingual Spanish, bilingual (English-Spanish), English-language learners, Mixteco/indigenous, and Tagalog. Contractor shall work with its natively bilingual in-house staff for English and Spanish materials, but will consult and partner with key stakeholders for any other languages needed.
2. **SERVICES.** Contractor shall provide:
 - A. **Research and Strategy.** To discover key insights and core values of County and of the campaign's target audience that will guide the creation of the strategic communications platform, Contractor may conduct 1:1 interviews with County staff and peers, BRC members, and any other interviewees as deemed relevant by County. Interviews will take place in-person and virtually. County will develop the participant list. Contractor will conduct focus groups, and County will supply list of participants for focus groups. Contractor will consult as needed for focus groups. Contractor will also create surveys to accompany focus groups which may be on-line surveys.

B. Creative Development. In collaboration with BRC, Contractor shall provide strategic planning and creative development of communications materials such as:

1. Strategic communications platform;
 - i. The strategic communications platform is supplied in the form of an online Qwilr document with a backup PDF (and PowerPoint if necessary/preferred by County). It lays out the campaign rationale, positioning, campaign foundation, communications arc, key messaging roots, campaign character, written, verbal and visual guidelines, etc. Using a strategic communications platform will ensure that the campaign is built upon a lodestone for the development of the campaign components and any future materials, thus ensuring cohesiveness and effectiveness.
2. Video Public Service Announcements (PSAs);
3. Radio PSAs;
4. Digital ads;
5. Tip cards;
6. Brochures, posters, and flyers;
7. Fotonovelas and booklets;
8. Social media graphics; and
9. Campaign microsite design and programming.

C. Campaign Evaluation. Contractor shall work with County to develop and execute surveys to help determine the success of campaign objectives. Specifically, the surveys will measure whether there is a decrease in stigmatization and discrimination about having a mental health diagnosis and seeking mental health services, and measure whether there is an increase in awareness of mental health and substance use issues and knowledge of behavioral health resources available. Methods used may include online and website-based surveys and focus groups.

D. Microsite Hosting and Technical Support. Contractor shall provide ongoing web hosting and maintenance for up to two (2) years, including domain name registration, software updates, site monitoring and backups, Secure Sockets Layer (SSL) certificate, website analytics, and general web and content management system (CMS) technical support. Contractor shall also install and manage an accessibility widget and a translation widget if needed for additional language support beyond Spanish. Contractor shall install and provide basic website analytics via Google Analytics. Contractor shall also provide one-hour training tutorial on web site maintenance and a recording of this training and a training manual.

E. Media Planning. Contractor shall create a media plan to reach designated target audiences with optimal marketing channels, which may include broadcast TV and radio, newspapers, magazines; out-of-home streaming and digital video; streaming audio; targeted website banners; paid and organic social media; word-of-mouth; community ambassadors; and events (in-person and virtual).

F. Media Buying. Contractor shall negotiate, place, traffic, and reconcile media to allow for accurate reporting to County.

3. ADDITIONAL TERMS AND CONDITIONS.

A. Ownership.

1. All ideas and concepts presented during the creative process other than the final approved idea or concept remain the property of Contractor. Finished creative designs are available to County in agreed-upon formats. In any case, ownership of any work produced by Contractor does not transfer to County until full payment has been rendered by County to Contractor.
2. Work produced by Contractor is only licensed for use in the United States and as detailed in the Statement of Work. Additional uses will require additional licensing from Contractor.
3. The grant of any license or right of copyright is conditioned on receipt of full payment. If final payment has not been made to Contractor within 90 days of invoicing or an alternative payment plan has not been agreed to in writing, then Contractor solely has the right to decide to permanently retain ownership of all ideas, concepts and materials produced under this agreement in lieu of further payment. Any prior payments will be considered by County as reimbursement for employee hours utilized by Contractor and not payment for any work produced.

B. County agrees to include credit to Contractor on all marketing collateral produced by Contractor in the form of the Idea Engineering logo at the bottom of back cover/final page for printed materials, in on-screen credits of video, and on bottom of homepage for website design.

C. County will be supplied completed materials for final approval. Once final approval has been given, any further changes or corrections are the responsibility of County and will incur additional charges if performed by Contractor.

D. All materials prepared by Contractor including, but not limited to, advertisements, press releases, brochures, web-pages, etc. submitted for printing, posting on internet or website or any other dissemination method are the responsibility of County. Contractor is not responsible for any errors or omissions discovered after County has given final approval for dissemination. Final approval may be given by County via e-mail, text, print, voicemail or any recordable method.

E. Brand study interviews: County is responsible for selecting interviewees and Contractor will schedule interviews with scheduled respondents. The goal will be to conduct interviews to conclude within 3 weeks of the start of the project.

F. On camera interviews: County is responsible for selecting interviewees for videos. If, on the day of shoot, interviewee does not show-up for call-time, the shoot will continue without interviewee.

G. Talent releases: County is responsible for creating, collecting, and storing talent releases for any photo, video, or audio recording. Contractor may assist in this process,

but responsibility for the talent releases lies ultimately and solely with County. County agrees to absolve Contractor of any and all responsibility for issues arising out of failure to correctly create, collect, or store talent releases.

H. Filming permissions & permits: County is responsible for securing any permissions and/or permits needed for shooting video or still shots on County-owned property or County-operated locations.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(With attached Exhibit B-1, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for the grant of a license to the Content and services up to the Maximum Contract Amount, reflected in Section 1 below and Exhibit B-1.

1. **CONTRACT MAXIMUM VALUE.** For goods and services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$511,435** for FY 22-24.
2. **PAYMENT.** Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope of methodology contained in EXHIBIT A(s). Payment for goods and services shall be based upon the rates as set forth in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **PROPER INVOICE.** Contractor shall submit to County's representative an invoice or certified claim on the County Treasury for the goods and services performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. Contractor's invoices for reimbursement shall include the following:
 1. Contract number assigned by County; and
 2. Services performed or detailed statement of purchases with receipts, hours worked, the rate and authorization form, if applicable.
 - B. County's representative:

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
5. **CORRECTION OF WORK.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1**SCHEDULE OF RATES AND CONTRACT MAXIMUM**

(Applicable to programs described in Exhibit A-1, A-2, and A-3)

Type of Service	Cost per Unit	Maximum Contract Amount
Campaign Development		\$ 241,010
Research & Strategy		
Strategic consultation and creative direction	\$165/hr	
Project Management	\$110/hr	
Creative Development		
Strategic consultation and creative direction, video direction & production	\$165/hr	
Graphic design, copywriting and editing, Spanish translation, art production, production coordination, website programming & project management	\$110/hr	
Campaign Evaluation		\$ 24,500
Microsite Hosting and Technical Support		\$ 12,000
Media Planning	\$165/hr	\$ 12,425
Media Buying	\$15,000/unit	\$ 110,000
Printing and Production		\$ 75,000
STAY Campaign Package		\$ 36,500
FY 22-24 MAXIMUM CONTRACT AMOUNT NOT TO EXCEED:		\$ 511,435

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(Specific to Idea Engineering – 2022 05 04)

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. **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)*
3. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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 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.