



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

August 22, 2017

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 17-00609

RE: Consider recommendations regarding an agreement with Idea Engineering for Workforce Education and Training (WET) for Fiscal Year (FY) 2017-2018, as follows:

a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Idea Engineering (a local vendor), on behalf of the Southern Counties Regional Partnership (SCRIP) WET program through its fiscal agent, the Department of Behavioral Wellness, for the provision of services to create recruitment and marketing material for SCRIP outreach to a culturally diverse workforce, for a total contract amount not to exceed \$160,000.00 through June 30, 2018; and

b) Determine that the above actions are organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(5) of the California Environmental Quality Act (CEQA) guidelines.

A motion was made by Supervisor Wolf, seconded by Supervisor Adam, that this matter be Acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name:	Behavioral Wellness
Department No.:	043
For Agenda Of:	August 22, 2017
Placement:	Administrative
Estimated Time:	
Continued Item:	No
If Yes, date from:	
Vote Required:	Majority

TO: Board of Supervisors

FROM: Department Alice Gleghorn, Ph.D., Director
Director(s) Department of Behavioral Wellness 681-5220
Contact Info: Pam Fisher, Deputy Director of Clinical Operations
Department of Behavioral Wellness 681-5220

SUBJECT: Workforce Education and Training/Southern Counties Regional Partnership
Service Contract FY 17-18 – Idea Engineering Inc.

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Idea Engineering** (a local vendor), on behalf of the Southern Counties Regional Partnership (SCRIP) Workforce Education and Training (WET) program through its fiscal agent, the Department of Behavioral Wellness, for the provision of services to create recruitment and marketing material for SCRIP outreach to a culturally diverse workforce, for a total contract amount not to exceed **\$160,000** through June 30, 2018.
- B. Determine that the above actions are organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(5) of the California Environmental Quality Act (CEQA) guidelines.

Auditor-Controller Concurrence

As to form: Yes

Summary Text:

On December 2, 2014, the Santa Barbara County Board of Supervisors authorized and approved Behavioral Wellness' agreement with the Office of Statewide Health Planning and Development (OSHPD) to be the fiscal and administrative agent for SCRP activities for the period of December 2, 2014 through September 30, 2017 in the amount of \$4,047,349. The SCRP consists of a partnership of mental health departments for the counties of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona). The funds are to implement the Five-Year Plan goals established by OSHPD for FY 2014-2019.

Although Behavioral Wellness received full payment of the SCRP funds, as of June 2017 there remains \$2.6 million of available funds for expenditure for implementation of the SCRP's Five-Year Plan. The SCRP Memorandum of Understanding will automatically renew on an annual basis, starting October 2017, subject to funding or termination for convenience by members. However, In March 2017 the SCRP members agreed to continue the partnership with Behavioral Wellness as the Fiscal and Administrative agent for SCRP beyond September 2017 until all of the funds have been utilized to achieve the goals. Behavioral Wellness Executive Leadership supported the continuation of Behavioral Wellness as the fiscal agent for SCRP. Workforce Education and Training (WET) is one of the key components of the Behavioral Wellness MHSA plan. The role of the Fiscal Agent of the SCRP provides Behavioral Wellness with a unique opportunity to participate in a Leadership and participate on a higher level to guide the WET process.

Approval of the recommended actions will allow Behavioral Wellness, as the fiscal and administrative agent for the SCRP, to carry out SCRP's directive, voted on and approved by SCRP to contract with Idea Engineering for the procurement of services to create recruitment and marketing material for them.

Background:

In November 2004, California passed Proposition 63, which imposed a 1% tax on adjusted annual income over \$1,000,000 enacted into law in 2005 as the Mental Health Service Act (MHSA) whose purpose is to reduce long-term adverse impact on individual, families and state and local budgets resulting from untreated serious illness. The Mental Health Services Act (MHSA) requires each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques.

Five Regional Partnerships have been formed under WET throughout the State. As the fiscal and administrative agent for the SCRP through June 30, 2019, Behavioral Wellness is responsible for negotiating and monitoring contracts and projects during that period that achieve the Five-Year Plan goals established by OSHPD for 2014-2019:

- **Goal #1:** Increase the number of diverse, qualified individuals in the public mental health system workforce to remedy the shortage of qualified individuals to provide services to address severe mental illness.
- **Goal #2:** Expand the capacity of California's incumbent public mental health workforce to meet California diverse and dynamic needs.

- **Goal #3:** Facilitate a robust statewide, regional, and local infrastructure to develop the public mental health workforce.

Idea Engineering is a full service branding, marketing and design agency. Idea has extensive experience working with Mental Health agencies. SCRP membership approved, at the May 2017 SCRP coordinators' meeting, that Idea Engineering would provide the next phase of recruitment materials to increase the number of diverse, qualified individuals in the public mental health system workforce, by creating a recruitment video, brochures and promotional handouts for all SCRP members.

The SCRP Coordinators' Executive Board is solely responsible for approving all SCRP activity budgets. Due diligence in the selection of this contractor was thoroughly conducted by SCRP over a three month period from March through May of this year. That process consisted of recommendation, quotes, discussion and approval by SCRP members. SCRP Coordinators reviewed the goals of SCRP and OSHPD and determined that they needed a new recruitment marketing brochure and videos to assist in achieving the Five-Year Plan goals established by OSHPD for 2014-2019. SCRP requested that Behavioral Wellness obtain quotes from marketing firms, including one from Idea Engineering, for consideration by SCRP. Behavioral Wellness reached out to both local and national vendors for quotes and presented the proposals to the SCRP Coordinators. On May 17, 2017 the SCRP Coordinators, who represent each of the regions unanimously voted to accept the Idea Engineering proposal and to proceed with a contract, negotiated by Behavioral Wellness on behalf of the SCRP. Behavioral Wellness Executive staff were apprised of the SCRP vendor selection for this contract.

Performance Measure:

Idea Engineering is a new contract for SCRP and the goals for deliverables are set out in the contract.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 17-18 Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State	\$160,000		
Federal			
Fees			
Other:			
Total	\$ 160,000	\$ -	\$ -

Narrative: There are no county funds or Behavioral Wellness funds supporting this contract. Behavioral Wellness has received from OSHPD all \$4,047,349 to administer and implement the SCRP's Five-Year Plan goals established by OSHPD for 2014-2019. This contract will utilize \$160,000 of the remaining designated funds of \$2,600,000 set aside for SCRP regional programs to achieve the Five-Year Plan goals, and the expenditure for these services has been approved by the member counties. The funding for the Idea Engineering contract is provided exclusively by OSHPD for SCRP activities and does not impact county funding or budget.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to County.

Special Instructions:

Please email one (1) complete copy of the executed contract and one (1) minute order to Denise Morales: dmorales@co.santa-barbara.ca.us

Attachments:

Attachment A: Idea Engineering FY 17-18 SCRP BC

Attachment B: SCRP MOU FY 14-17

Authored by: D. Morales

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

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 **Idea Engineering Inc.** with an address at 21 East Carrillo Street, Suite 100, Santa Barbara (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, the Mental Health Services Act (MHSA) requires each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques;

WHEREAS, the Southern Counties Regional Partnership (SCRCP) consists of the mental health departments for the counties of: Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona);

WHEREAS, the County currently serves as the fiscal and administrative agent for the SCRCP, for Workforce Education and Training (WET) purposes under the Mental Health Services Act;

WHEREAS, the contracted services are on behalf of the participating SCRCP entities, the majority of which voted to approve the scope of work in this Agreement with Idea Engineering, consistent with the SCRCP's MOU and Strategic Plan;

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

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

1. DESIGNATED REPRESENTATIVE

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:

AGREEMENT

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

To Contractor: Simon Dixon, Chief Executive Officer
Idea Engineering
21 East Carrillo Street, Suite 100
Santa Barbara, CA 93101
FAX: 202-318-0567

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

3. SCOPE OF SERVICES

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

4. TERM

Contractor shall commence performance on 7/25/17 and end performance upon completion, but no later than 6/30/2018 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

AGREEMENT

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to 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.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and

AGREEMENT

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with

AGREEMENT

defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

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

AGREEMENT

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, 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.

AGREEMENT

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

AGREEMENT

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. 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.

34. MANDATORY DISCLOSURE.

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

AGREEMENT

THIS AGREEMENT INCLUDES:

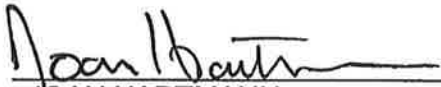
- A. Exhibit A - Statement of Work - Customized Marketing Material
- B. EXHIBIT B – Payment Arrangements
 - i. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- C. EXHIBIT C – Standard Indemnification and Insurance Provisions

AGREEMENT

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 the date
executed by County.

COUNTY OF SANTA BARBARA:

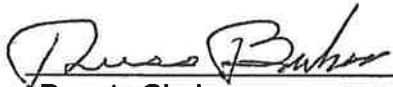
By: 
JOAN HARTMANN,
CHAIR, BOARD OF SUPERVISORS
Date: 8/22/17

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

IDEA ENGINEERING INC.

By: 
Deputy Clerk
Date: 8-23-17

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 
Director


Risk Management

AGREEMENT

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 the date executed by County.

COUNTY OF SANTA BARBARA:

By: _____

JOAN HARTMANN,
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

CONTRACTOR:

IDEA ENGINEERING INC.

By: _____


Authorized Representative

Name: _____

Simon Dixon

Title: _____

CEO

Date: _____

7/13/17

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____

Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____

Risk Management

EXHIBIT A STATEMENT OF WORK

1. **PERFORMANCE.** Idea Engineering Inc. (Contractor) shall provide marketing services to develop three forms of comprehensive customized recruitment marketing tools (videos, brochures, and handouts) for the Workforce Education and Training (WET) Southern Counties Regional Partnership (SCRP) as part of the Office of Statewide Health Planning and Development (OSHPD)'s five-year education and training plan.

Contractor shall:

- A. Have the background, training, and work experience necessary for the performance of services in a manner of, and according to the standards observed by a contractor of the same profession and in keeping with all pertinent Federal, State, and County laws.

2. **OBJECTIVES.**

- A. Create effective multifaceted recruitment deliverables for SCRCP members to reach out to multicultural, diverse, and bi/multi linguistically competent mental health workers, to increase the number of diverse and qualified individuals in the SCRCP members' public workforces providing services to address severe mental illness;
- B. Create a package of communication materials for ongoing use by SCRCP members to use as outreach to target potential workforces throughout the SCRCP regions; and
- C. Provide focused, cohesive and compelling recruitment marketing tools to a target audience to include but not be limited to people who are at the undergraduate and post graduate level who use social media and are considering entering the behavioral health field.

3. **SERVICES.** Contractor shall provide the following recruitment deliverables for use by SCRCP member entities:

- A. **Standard Recruitment Video.** Contractor shall create one master core Recruitment Video of approximately 3:00-5:00 minutes in length to a target audience, in formats mutually agreed upon between Contractor and Behavioral Wellness designated staff, with input from SCRCP Coordinators, to serve as the basis for SCRCP recruitment and outreach efforts. The contractor shall do the following:
 - i. Edit the Standard Recruitment Video to highlight key departments and/or special attributes of the mental health profession in the 10 SCRCP counties;
 - ii. Provide all pre-production, standard equipment rental, editing, stock music, usage rights and post-production services;
 - iii. Provide Behavioral Wellness designated SCRCP staff with ideas and design concepts based on Contractor conducted research that can be produced and delivered with the agreed upon budget;
 - iv. Conduct up to five interviews of SCRCP mental health staff, identified by Behavioral Wellness designated staff with input from SCRCP Coordinators, to be held at one of two centralized locations on a specific date to be mutually agreed upon by Contractor and Behavioral Wellness staff;

**EXHIBIT A
STATEMENT OF WORK**

- v. Provide one (1) voiceover, plus B-Roll shooting in one location to be mutually determined;
 - vi. Utilize SCRP county staff, who volunteer to participate, as on-camera talent;
 - vii. Present a narration script with the rough-cut review consisting of intermediate editing;
 - a. Provide one (1) round of revision to the narration script to Behavioral Wellness designated staff for approval after the rough cut changes have been mutually agreed upon.
 - viii. Present a recommendation of footage for approval by Behavioral Wellness designated staff and SCRP Coordinators based on research conducted by Contractor on the target audience;
 - a. Provide two (2) rounds of rough-cut reviews and changes with input from Behavioral Wellness designated staff and SCRP Coordinators and mutually agreed upon by Contractor.
 - a. Complete the project for an anticipated completion date by the second quarter of the contract but no later than June 30, 2018.
- B. Recruitment Video Customization:** Contractor shall create ten customized and localized recruitment videos of 4:00 to 6:00 minutes for all ten SCRP counties/entities with formatting as agreed with Behavioral Wellness designated staff with input from SCRP Coordinators, so that each video individually represents each SCRP county/region. Contractor shall provide the following:
- i. Combine elements from the master core recruitment video, with additional interviews and "localized" stock video to produce videos of particular relevance to each SCRP county/region;
 - ii. Conduct up to two (2) interviews of key representatives representing each SCRP counties/entities public mental health department.
 - a. All interviews will be held at one of two centralized locations on a specific date to be mutually determined by Behavioral Wellness designated staff with input from SCRP Coordinators;
 - iii. Research localized stock footage and ensure selections are licensed for use in each video;
 - iv. Provide all pre-production, standard equipment rental, editing, stock music, one (1) voiceover, usage rights and post-production;
 - v. Utilize SCRP counties/entities staff, who volunteer to participate, as on-camera talent;

**EXHIBIT A
STATEMENT OF WORK**

- vi. Present a recommendation of footage for each of the ten custom videos, for approval by Behavioral Wellness designated staff and the SCRP Coordinator representing each county/region, based on research conducted by Contractor on the target audience;
 - a. Provide two (2) rounds of rough-cut reviews and changes with input from Behavioral Wellness designated staff and SCRP Coordinators and mutually agreed upon by Contractor.
 - vii. Present a narration script with the rough-cut review;
 - a. Provide one (1) round of revision to the narration script Behavioral Wellness designated staff and SCRP coordinator for the region they represent for approval.
 - viii. Location scouting of one to two potential locations for all video shooting, in order to select one location in each of the following areas selected for proximity and centralization for convenience of the SCRP members:
 - a. Santa Barbara area; and
 - b. Los Angeles area
 - ix. Two (2) days of shooting in:
 - a. Chosen Santa Barbara area location; and
 - b. Chosen Los Angeles area location.
 - x. Purchase stock video up to \$500 per video for each of the ten customized regional videos.
 - a. Purchases in excess of \$500 per video requires pre-approval by County.
 - b. Music licensing, voiceover renewals and/or custom photography will be additional cost subject to prior approval by County.
 - xi. Complete the project for an anticipated completion date by the third quarter of the contract but no later than June 30, 2018.
- C. Recruitment Brochures.** Contractor shall create, design and develop ten (10) customized and localized informational recruitment brochures for all ten SCRP members, in the form of PDFs and print-ready files, with the content provided by Behavioral Wellness designated staff with the SCRP Coordinator representing their county/region, that consist of up to 20 pages. The Contractor shall provide the following:
- i. Create up to 16 core" internal brochure pages and create four cover pages that will be customized to represent each individual county/region, with input from Behavioral Wellness designated staff and with the SCRP Coordinator representing their region;

**EXHIBIT A
STATEMENT OF WORK**

- ii. Provide two (2) design ideas and concepts ideas with one (1) round of revision with input from Behavioral Wellness designated staff and with the SCRP Coordinator representing their region on the selected concept;
 - iii. Lay out the ten (brochures, once the concept is approved by Behavioral Wellness designated staff and with the SCRP Coordinator representing their region;
 - iv. Provide one (1) round of text edits once the core brochure is prepared in final layout;
 - v. Edit copy where necessary;
 - vi. Copy writing, including the following:
 - a. Write descriptive copy for the "core" pages of the brochure, to highlight key departments and/or special attributions of the profession, based on input and draft copy from Behavioral Wellness; and
 - b. Provide one (1) draft and two (2) rounds of revision based on feedback provided by Behavioral Wellness designated staff and with the SCRP Coordinator representing their region.
 - vii. Budget for up to \$500 total in stock video for each of the ten counties videos.
 - a. Purchases in excess of \$500 will be paid by County.
 - b. Music licensing, voiceover renewals and/or custom photography will be additional cost to the County.
 - viii. Complete the project for an anticipated completion date by the third quarter of the contract but no later than June 30, 2018.
- D. Promotional Handouts.** Contractor shall develop ten (10) pocket sized handouts for each SCRP member entity with the entity's specific logo and URL (exact dimensions TBD), with input by Behavioral Wellness designated staff and with the SCRP Coordinator representing their region to supply content, that will to invite people to view the recruitment video online. Contractor shall provide following:
- i. Two (2) concepts presented to Behavioral Wellness designated staff and SCRP Coordinator representing their region, with one (1) round of revision on final concept selected by Behavioral Wellness designated staff and the SCRP Coordinator representing their region;
 - ii. Edit copy where necessary; and
 - iii. Complete the project for an anticipated completion date by the fourth quarter of the contract but no later than June 30, 2018.

EXHIBIT A STATEMENT OF WORK

E. Still Photography. Contractor shall provide the following:

- i. A professional photographer to shoot photographs to be used for the brochures and promotional handouts for during the two agreed upon video shoot dates.
- ii. Pre-production, standard equipment rental, post-production, color correction and usage rights.
- iii. Utilize SCRP counties/entities staff, who volunteer to participate, as on-camera talent; and
- iv. Shoot will consist of portrait shoot on selected background for SCRP counties/entities staff involved in video shoot, and b-roll shots on day of shoot, as available (County is responsible for ensuring that all listed shots and SCRP staff are available/accessible and staffed for shooting on scheduled day of shoot.)
 - a. Any additional shoots other than the two scheduled shoots may be shot on a later date but will incur additional costs.

F. Additional Terms.

- i. Contractor shall discuss any potential additional costs with Behavioral Wellness in advance of performance if Behavioral Wellness requests changes in scope and/or production; and
- ii. Sales tax will be added where applicable. There is no sales tax if the video is delivered digitally. If the video(s) are delivered via flash drive or tapes/DVD's, those materials are taxable. County will confirm ability and method to receive large files prior to electronic transfer.
- iii. Invoices: All invoices are payable upon receipt. The grant of any license or right of copyright is conditioned on receipt of full payment. Fees and expenses shown here are estimates only. Final fees and expenses shall be shown when invoice is rendered.
- iv. Changes: The County shall be responsible for making additional payments for changes requested by the County in the original assignment. Modification of the agreement must be written, except that the invoice may include, and the County shall pay, fees or expenses that were orally authorized by Behavioral Wellness SCRP designated staff in order to progress promptly with the work; however, any requested changes that would exceed the maximum authorized contract amount require prior approval by the Board of Supervisors.
- v. Delays or Cancellation: Delays beyond our control may increase costs. If any phase of the assignment is delayed for longer than 60 days, an invoice will be submitted for work completed. If the assignment is on hold based on County's direction for more than 90 days, additional hours may be charged to restart the project. Contractor will notify County of additional expenses prior to restarting the assignment. In the event of cancellation of this assignment, a cancellation fee for work completed and expenses already incurred, as indicated by contractor's invoice, shall be paid by the County.

EXHIBIT A STATEMENT OF WORK

- vi. 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 client as reimbursement for employee hours utilized by Contractor and not payment for any work produced.
- vii. Ownership: All ideas and concepts presented by Contractor during the creative process other than the final approved idea or concept remain the property of Contractor and input and drafts of chosen concept will remain the property of the County. Finished creative designs are available to the 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. Work produced by Contractor is only licensed for use in the United States and as detailed in the proposal. Additional uses will require additional licensing from Contractor.
- viii. County agrees to include a "Strategic Communications" credit to Contractor on all marketing collateral produced by Contractor in the form of the Contractor logo and "Strategic Communications" in 8 point type at the bottom of back cover/final page for printed materials and in on-screen credits of video.
- ix. All creative designs developed by Contractor will be supplied to County in high resolution electronic production ready formats upon completion of project and payment rendered by County to Contractor.
- x. County will be supplied completed materials for final approval. Once final approval has been given to Contractor by the Behavioral Wellness designated staff with input from SCRP Coordinators, any further changes or corrections are the responsibility of the County.
- xi. All deliverables will be supplied to County for final approval. Once final approval has been given, any errors or omissions will be the responsibility of County and the correction of any omissions or errors will be borne by County.
- xii. On camera interviews: County is responsible for selecting interviewees for videos and scheduling interviews for agreed- upon shoot-day. If, on the day of shoot, interviewee does not show-up for call-time, the shoot will continue without interviewee. If interview needs to be rescheduled to a different day, additional charges will be incurred by County.

EXHIBIT B FINANCIAL PROVISIONS

THIS EXHIBIT B INCLUDES THE FOLLOWING PARTS:

1. EXHIBIT B – Payment Arrangements
2. EXHIBIT B1 – Schedule of Rates and Contract Maximum

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$160,000**.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined 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 and payment shall be net thirty (30) days from presentation of invoice.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.
 - B. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbbwell.org
4. 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 B1

SCHEDULE OF RATES

<u>TYPE OF SERVICE</u>	<u>UNIT COST/ FEE*</u>
MARKETING AND RECRUITMENT MATERIAL AND SERVICES:	
Core Recruitment Video:	\$50,000
Video Customization: Ten "localized" videos	\$52,500
Recruitment Brochure: Ten "localized" recruitment brochures	\$40,000
Promotional Handouts	\$7,500
Copy writing	\$5,000
Still Photography	\$5,000
TOTAL CONTRACT MAXIMUM AMOUNT NOT TO EXCEED:	\$160,000

***Unit costs are estimates based on the current understanding of the project and include all travel expenses and staff salaries. The contractor will bring potential additional charges to the Behavioral Wellness' attention for approval if the Project definition changes. Any requested changes that would exceed the maximum authorized contract amount require a formal amendment approved by the County Board of Supervisors prior to performance.**

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the

EXHIBIT C

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

B. Other Insurance Provisions

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

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

EXHIBIT C

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.