

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 **Traditions Psychology Group, Inc. dba Traditions Behavioral Health**, having its principal place of business at 1580 First Street, Napa, California (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Gary Hayes, Ph.D. (e-mail drhayes3@tbhcare.com) is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Rd, Bldg. 3
Santa Barbara, CA 93110
Fax: 805-681-5262

To CONTRACTOR: Gary A. Hayes, Ph.D., President
Traditions Psychology Group, Inc.
dba Traditions Behavioral Health
1580 First Street
Napa, CA 94559
Fax: 707-258-8757

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

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3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on 7/1/2018 and end performance upon completion, but no later than 6/30/2019 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. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Exhibit B following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

A. CONTRACTOR and the professional staff subcontracted by CONTRACTOR represent that they have the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR and the professional staff subcontracted by 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 and the professional staff subcontracted by CONTRACTOR are engaged. All products of whatsoever nature which CONTRACTOR and the professional staff subcontracted by CONTRACTOR deliver to COUNTY pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a

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person practicing in CONTRACTOR'S profession and/or the profession of the professional staff subcontracted by CONTRACTOR. CONTRACTOR and the professional staff subcontracted by CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request, without additional compensation. CONTRACTOR and the professional staff subcontracted by CONTRACTOR shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at CONTRACTOR'S own expense.

- B. COUNTY may not modify or in any way alter the self-employment agreement entered into by Professionals and CONTRACTOR, including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours commitments. Any adjustment requests must be submitted directly to CONTRACTOR in writing.

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. 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. Contractor shall comply with all Federal and State confidentiality laws, including Welfare and Institutions

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Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. CONTRACTOR further agrees to provide COUNTY with copies of all COUNTY client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, COUNTY shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be 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

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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 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 ninety (90) days written notice. During the ninety (90) day period, CONTRACTOR

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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.

- i. **For Convenience.** CONTRACTOR may, upon ninety (90) days written notice to COUNTY, terminate this Agreement in whole or in part at any time, whether for CONTRACTOR'S convenience or because of the failure of COUNTY to fulfill the obligations herein. Following such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.
- ii. **For Cause.** If CONTRACTOR plans to terminate any Professional's contract for cause, it shall give COUNTY immediate notice. If any Professional providing services

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under this Agreement has terminated its relationship with Contractor, Contractor shall notify County immediately of such termination upon receipt of notice from Professional. COUNTY shall also maintain the right to terminate individual Professionals for cause as set forth in Exhibit A.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by

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this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. COMPLIANCE WITH HIPAA.

CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff and contracted Professionals regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. 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.

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

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

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1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
 - 1. EXHIBIT A-1 - Credentialing Requirements for Healthcare Professionals
- B. EXHIBIT B – Financial Provisions
- C. EXHIBIT C –Indemnification and Insurance Provisions

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Traditions Psychology Group, Inc. dba Traditions Behavioral Health.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2018.

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:

Traditions Psychology Group, Inc. dba Traditions
Behavioral Health

By: _____
Authorized Representative

Name: _____

Date: _____

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 FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

1. PURPOSE.

Traditions Behavioral Health (TBH) is a psychiatrist staffing service hired by County to provide long-term solutions to address the County's ongoing psychiatrist staffing shortages. Psychiatrists placed by TBH will provide services throughout the County's system of care (inpatient, outpatient and crisis), as set forth in this Statement of Work. TBH provides an alternative to temporary psychiatry services provided by locum tenens staffing arrangements, by offering long term placement of highly-qualified psychiatrists.

2. DEFINITIONS.

- A. *"Accept"* shall mean when County has verified a referred candidate's background as suitable for a particular assignment and informs Contractor of County's wish to engage that candidate for an Assignment.
- B. *"Assignment"* shall mean County's offer of a temporary staffing position with the County to a Professional, effective after credentialing and background checks are completed.
- C. *"Performance Standards"* shall mean the expectations and standards Professionals must meet as part of an Assignment.
- D. *"Professional(s)" or "Psychiatrist(s)"* shall mean Contract-referred candidates meeting qualifications for any or all positions set forth in Exhibit A, Section 4 (Screening and Placement of Professionals).
- E. *"Professional Services Agreement"* shall mean the contract between TBH and a Professional for an Assignment.
- F. *"Refer"/ "Referral"* shall mean Contractor's presentation of Professional candidates to County for consideration, to fill a particular assignment request by County, in accordance with Exhibit A, Section 3B (Referral Process).

3. RECRUITMENT.

- A. **Qualified Referrals.** Contractor shall, upon request of County, refer Board-certified psychiatrists (hereafter "Professionals") to meet County's temporary staffing requirements. Board-eligible psychiatrists may be considered upon approval of the Behavioral Wellness Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.
- B. **Referral Process.** Contractor will seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of Job Descriptions applicable to the Professionals requested. County shall initiate screening and review of Professional qualifications (as set forth in Exhibit A, Section 3 (Recruitment), including, but not limited to, conducting an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and résumé to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred professional meets its specifications and request Contractor provide additional Professionals for consideration.

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- C. **Recruitment Methods.** Contractor will put forth its best recruitment efforts to source potential Professionals, which may include: using County information, researching Contractor industry sources and confidential referrals, cold calling Professionals in Contractor's database(s), and possibly direct mailing to potential candidates to find Professionals that meet County's qualifications. Contractor agrees to provide reports concerning the status of its search activity upon County's reasonable request.
- D. **Cultural Competence.** When recruiting for Professionals to provide services pursuant to the terms of this Agreement, Contractor shall consider County's goal of building a staff that is 40% bilingual and bicultural in the County's second threshold language, Spanish; and Contractor shall use its best efforts to hire and retain Professionals for County who meet this criteria. Contractor shall also require Professionals recruited for County to participate in County trainings in Cultural Competence.

4. SCREENING AND PLACEMENT OF PROFESSIONALS.

- A. **Background Information Provided to County.** Prior to commencement of the Assignment, Contractor will provide County with background information on each referred Professional including:
 - i. A completed application and/or Curriculum Vitae;
 - ii. License query with the California Medical Board;
 - iii. Query United States Department of Health and Human Services – Office of the Inspector General (HHS-OIG) Fraud Prevention and Detection;
 - iv. Contractor self-assessment skills inventory;
 - v. Background fingerprint check for record of past criminal record; and
 - vi. References.
- B. **Assignment to Positions In Billable Specialty Areas.** All qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas must be eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) licensed in the State of California, and, where applicable, will be required to meet the following criteria:
 - i. Submit a completed credentialing application and/or required documentation for credentialing as applicable (see Exhibit A-1);
 - ii. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status.
- C. **Mandatory Requirements.** All Professionals referred by Contractor:
 - i. Shall be appropriately licensed and/or certified to practice psychiatry in California;

EXHIBIT A

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- ii. Shall complete a standard Occupational Safety and Health Administration (OHSA) and HIPAA training as provided by County prior to first day of assignment at a County facility.
 - iii. Shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County.
 - iv. Shall possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment.
 - v. Shall have a negative tuberculin skin test or negative chest x-ray.
- D. **Criteria Must Be Met Two Weeks Prior to Assignment Start Date.** Failure to meet these criteria and/or 'Conditions of Employment' where applicable two (2) weeks PRIOR to Assignment start date may result in the delay of appointment and/or cancellation of Assignment offer. Once assigned, the assigned Professional will be required to maintain these qualifications throughout the length of the Assignment. Failure to demonstrate (show proof) of qualifications shall result in the termination of Assignment.

5. CANCELLATION, SUBSTITUTION AND FEE IF COUNTY EMPLOYS PROFESSIONAL.

- A. **Cancellation of Assignment for Cause.** If County concludes, at any time in its sole discretion, that any Professional provided by Contractor has engaged in misconduct, has been negligent, or if County is otherwise reasonably dissatisfied with the clinical performance or professional conduct of any placed Professional ("Cause"), County may request that the Assignment be cancelled. Prior to the Professional's removal or cancellation of the Professional's placement with County, County shall provide written documentation detailing the specific reasons for the removal or cancellation and such documentation must be satisfactory to Contractor. In the event of the removal or termination of an Assignment for Cause, County agrees to pay Contractor (i) all amounts owed hereunder for services provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) all other amounts due directly from County to the Professional. Contractor will not reassign any Professional removed for Cause pursuant to this Exhibit A, Section 5A (Cancellation of Assignment for Cause) to County without prior approval of the County.
- B. **Cancellation of Assignment Without Cause, Right to Dismiss.** County may request the dismissal of any Professional for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor for hours worked if a Professional is dismissed without cause. If County desires to terminate the Assignment of a Professional for documented clinical competence issues and unprofessional conduct ("Cause"), County may remove such Professional from the Assignment. Upon any such termination of Assignment for cause, County shall pay all Assignment Fees earned by Contractor and the terminated Professional, as the case may be, through the effective date of such termination.
- C. **Substitution of Professionals.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then

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Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).

- D. **Employment or Contracting of Professionals – Placement Fee.** Should any Professional Referred by Contractor remain independently with County or with any entity controlled by or in control of County, or for which placement County receives consideration, County agrees to pay Contractor a placement fee of **\$40,000** or as otherwise agreed to in writing by the Parties. This fee will be payable to Contractor prior to Professional's first day of permanent employment.

6. **DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED.**

Professionals accepting an Assignment are expected to provide services throughout the County's Behavioral Wellness system of care (e.g., acute inpatient, crisis and outpatient). Under the direction of the Behavioral Wellness Medical Director, Professionals accepted by County are required to perform the following duties, and any other duties as agreed to in writing, by the County, Professional, and Contractor:

- A. **Performance Standards – General.** The following are the Performance Standards applicable to a Professional accepting an Assignment:

- i. Work 9 or 16 hour days, as specified in Exhibit B (Financial Provisions).
- ii. Daily, chart on each PHF client in the electronic health record (EHR) to medical necessity; specifying medical care and treatment.
- iii. Facilitate the transition of clients to appropriate levels of care within the Behavioral Wellness system.
- iv. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California.
- v. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
- vi. Prescribe and administer, as needed, psychiatric medication(s).
- vii. Provide medication education for staff, clients, and families.
- viii. Participate in review, revision, and approval of assessments of clients.
- ix. Participate in the development, review, revision, and approval of treatment plans.
- x. Provide consultation, training, and support of multi-disciplinary team members, as needed.
- xi. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
- xii. Document patient encounters in a thorough manner. Typically, notes would include: naming the patient's chief complaint; recording pertinent elements of the interval history of the present illness, social history, psychiatric history,

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medication history; completing a full mental status exam; and providing an assessment section that contains analysis of diagnosis, risk, progress and prognosis.

- xiii. Perform other relevant work within the scope of Professional's license.
- xiv. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format.
- xv. Efficiently provide bridge orders, using RxNt, for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.
- xvi. Provide Medication Assisted Treatment (MAT) services to clients.

B. **Inpatient Services.** In addition to the services described in Paragraph A above, Psychiatrists accepting an Assignment shall provide the following services when working at the County's Psychiatric Health Facility (PHF):

- i. See each of the 16 PHF patients daily.

C. **Crisis Stabilization Unit (CSU).** In addition to the services described in Paragraph A above, Psychiatrists accepting an Assignment shall provide the following services for the County's CSU:

- i. Provide face-to-face services to the CSU during the hours of 3:00 P.M. – 6:00 P.M. (or at other times mutually agreed upon in writing by the Behavioral Wellness Medical Director and Contractor) and on call, as needed during the shift.
- ii. Provide timely Admission Orders to the CSU, up to and including, medications outlined in a standard protocol.

D. **Outpatient Services.** In addition to the services described in Paragraph A above, Psychiatrists accepting an Assignment shall provide the following support for outpatient services (may be provided by telepsychiatry):

- i. Maintain productivity levels of 10-12 clients per day in clinics, and 6-9 clients per day for Psychiatrists working in the field.
- ii. Reduce the number of client no-shows and cancellations; and fill clinic gaps with walk-in clients.
- iii. Evaluate every client in the caseload a minimum of once every three months, but more often as needed.

E. **Crisis Residential Treatment (CRT) Centers.** In addition to the services provided in Paragraph A above, Psychiatrists accepting an Assignment shall provide the following support for the County's CRT centers identified below:

- i. CRT Centers:

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- Crisis Residential North: 212 Carmen Lane, Suite 201, Santa Maria, CA (provider is Anka Behavioral Health).
- Crisis Residential South: 66 San Antonio Road, Santa Barbara, CA (provider is Anka Behavioral Health).
- Agnes Avenue CRT: 116 West Agnes Avenue, Santa Maria, CA (services to be provided when this new CRT opens).
- ii. Services to be provided: ANKA clients will be scheduled on Tuesdays and Thursdays from 1 to 3 PM (or at other times mutually agreed upon in writing by the Behavioral Wellness Medical Director and Contractor). TBH Psychiatrists will be available to Anka staff on any day for urgent matters that cannot wait until the regularly scheduled Tuesday/Thursday visits.
- iii. Suboxone, and other medications utilized in medication-assisted treatment for secondary substance use disorders of ANKA clients, will also be prescribed through RxNT.
- iv. When a TBH Psychiatrist refers a patient to ANKA it is preferred that a 30 day supply of medications will be provided, using RxNT as the prescribing tool.

7. ADDITIONAL RESPONSIBILITIES OF CONTRACTOR.

- A. **TBH-Psychiatrist Professional Services Agreement.** Contractor agrees that it shall include in each Professional Services Agreement(s) between TBH and a Professional the Performance Standards outlined above in Exhibit A, Section 6 (Description of Professional Services to Be Provided).
- B. **Performance Monitoring.** Contractor will monitor performance expectations regularly, and communicate with County and Psychiatrists about achievement of these standards. County may request replacement of Professionals who are not achieving the performance standards.
- C. **Notice to Professionals.** Contractor will ensure that Professionals are informed of and shall provide the following additional services as required:
 - i. If determined necessary by a Conservator, Professionals may be required to appear for testimony for court and jury trials for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
 - ii. Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and the Department of Behavioral Wellness policies.

8. RESPONSIBILITIES OF COUNTY.

- A. **Orientation.** As part of the first assignment, County will promptly provide Professionals with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including all necessary

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HIPAA training, as well as any additional patient and employee confidentiality policies and procedures), any OSHA training required by County, including but not limited to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for blood borne pathogens, as well as any of the County's specific policies and procedures provided to Professional for such purpose as applicable.

- B. **Responsibility for Patient Care.** County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.
 - C. **Incident Reports.** County shall promptly report to Contractor any incident known to involve any Professional (excluding any PHI) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program. **This Exhibit A, Section 8C (Incident Reports) shall survive termination of this Assignment or cancelation of any Professional's Assignment.**
 - D. **Time Records; Acceptance of Services.** County's Designated Representative (including, solely for the purpose of approving time, the Professional's County Supervisor, Medical Director or designee) shall review for approval biweekly the time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. County must account for all hours including, but not limited to, approved time off, unplanned absences, etc. County's approval of such time records (including, but not limited to, costs of any hours unaccounted for) shall be evidenced by both County's signature and signature of Professional(s) thereon and such approval shall constitute acceptance of the work performed by Professional(s) and County's agreement to pay Contractor according to the terms stated herein. All adjustments to time records must be submitted in writing prior to completion of the Assignment.
9. **NOTIFICATION.** Each party will notify the other immediately in the event it becomes aware of:
- A. Any known complaints against licensed staff providing services under this Agreement;
 - B. Any restrictions in practice or license required to provide services under this Agreement as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency;
 - C. Any staff privileges required to provide services under this Agreement being restricted at a hospital;
 - D. Any legal suits being initiated specific to Contractor's practice;
 - E. Any criminal investigation of Contractor arising out of services provided under this Contract; or

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- F. Any other action being instituted which affects Professional's license or practice required to provide services under this Contract or which is reasonably likely to impact Contractor's ability to provide services under this Contract (for example, sexual harassment accusations).
10. **CONFIDENTIALITY.** If Contractor has access to any patient records pursuant to this Agreement, Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable) and Agreement Section 11 (Ownership of Documents and Intellectual Property) and Agreement Section 33 (Compliance with HIPAA) of the Agreement. Patient records must comply with all appropriate State and Federal requirements.
11. **DOCUMENTATION.**
- A. Professional staff contracted by Contractor shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. Professionals accessing patient records must comply with all appropriate State and Federal requirements. Contractor shall also request that Professional's references provide feedback on the quality of Professional's past medical records documentation and any deficiencies noted will be brought to the attention of County.
- B. County shall provide training to Professionals on documentation within seven calendar days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation.

EXHIBIT A – 1
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All independent contract Professionals must meet the following requirements, as verified by Contractor:

- I. **Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- II. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, Excluded Parties List System (EPLS), Office of Foreign Assets Control (OFAC) and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County Designated Representative.
- III. **Physical.** Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
- IV. **Tuberculosis (TB) Test.** Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.
- V. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- VI. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- VII. **Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period from the start of professional services with County to update their CPR or other advanced certifications required for their assignment with the County.
- VIII. **Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

EXHIBIT B
FINANCIAL PROVISIONS

1. **Contract Maximum.** For services to be rendered under the term of this Agreement, Contractor shall be paid at the rate specified in Section 4 below, with a maximum contract value not to exceed **\$1,676,223** for the period **July 1, 2018** through **June 30, 2019**.
2. **Payment.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by County. Contractor shall submit electronically to the County Designated Representative a biweekly invoice for the services performed over the period specified. The invoice must show the Board Contract number, each Professional separately listed by name, the monthly rate being charged per Professional (FTE), and the total charges and must contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The Designated Representative or designee shall evaluate Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A, and if found to be satisfactory and within the terms of the contract, shall initiate payment processing. County reserves the right to request additional information from Contractor to verify the appropriateness of any invoice and to delay payment until it receives such information. County shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice.
3. **County's Designated Representative:**

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
4. **Rates.**
 - A. County shall pay Contractor at an hourly rate of **\$272.65** for each Professional not regularly working at the Lompoc Clinic. Contractor will provide Professionals who shall work for 16 hours shifts. Coverage should be for 5 days a week plus the first weekend of every month or 293 days per year with the option of adding another weekend per month.
 - B. County shall pay Contractor at an hourly rate of **\$215.65** for one Professional to regularly work in the Lompoc Clinic. Professional will rotate between 9 hour shifts for 5 days a week and 10 hours shifts for 4 days a week for a total of 40 hours per week.
5. **No Waiver.** 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.
6. **Third Party Billing.** Contractor shall require that Professionals do not bill patient, Medi-Cal or other health insurance for services which Contractor bills to the County.
7. **Taxes.** County does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes for the Professionals who are employees of Contractor, not the County.

EXHIBIT C

Indemnification and Insurance Requirements (This Contract Only)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES:

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.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES:

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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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, his 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.

EXHIBIT C

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, \$3,000,000 aggregate.

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

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

EXHIBIT C

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 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.
9. **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.