



## ***Request for Proposal (RFP)***

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### ***RFP Data***

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RFI NUMBER: **835008**  
COMMODITY CODE: INTERNAL: 835-01  
COMMODITY TITLE: **SENIOR ASSESSMENT PROGRAM**  
PURCHASING CONTACT: Mark Masoner  
BUYER PHONE: 805/568-2692 FAX: 805/568-2705  
E-MAIL: [masoner@co.santa-barbara.ca.us](mailto:masoner@co.santa-barbara.ca.us)  
ISSUE DATE: **July 1, 2016**

### ***RFP Opening & Submittal Address***

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DAY / DATE: **Tuesday, July 19th 2016**  
TIME: **2:00 PM**  
LOCATION / MAIL ADDRESS: County of Santa Barbara  
Purchasing Division  
105 E. Anapamu Street  
Santa Barbara CA 93101

### ***RFP Contents***

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- 1.0 **Introduction**
- 2.0 **Primary Specifications**
- 3.0 **Supplier's Requirements/Responsibilities**
- 4.0 **Terms & Conditions** that are general in scope
- 5.0 **Reply Presentation and Review**
- 6.0 **Reply Forms** to be completed
- 7.0 **Assignment**
- 8.0 **Mergers/Acquisitions**
- 9.0 **Attachments**

Sealed written Replies to this RFP must be received no later than the date, time and location indicated above for the RFP Opening. Submittal by fax or e-mail is not acceptable.

Note: This RFP does not constitute an order for the goods or services specified.

To enhance your odds for positive delivery and proper handling of your Reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.

RFP #835008 - Due 7/19/16  
County of Santa Barbara Purchasing Division  
105 E. Anapamu St., Rm 304  
Santa Barbara CA 93101

See **Section 5** for additional instructions regarding Reply submittal. It is **your** complete responsibility to meet the submittal requirements.

1. **INTRODUCTION**

1.1. **RFP** - The County of Santa Barbara (or "County") hereby gives notice of the opportunity to submit replies to this RFP for Senior Assessment Program Services.

1.2. **DEFINITIONS** - We will speak with you relatively informally throughout the RFP in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized in this document.

1.2.1. **WE / US / OUR** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - the Purchasing Division of the General Services Department, including its Purchasing Manager (also known as Purchasing Agent) and staff of professional Buyers.

*Department/s or Office* - The County department/s or Office for which this RFP is prepared, and which will be the end user/s of the goods and/or services sought.

*Designee* - the County employee assigned as your primary contact for interaction regarding Contract performance.

1.2.2. **YOU / YOUR** - These terms refer to all recipients of this RFP. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Responder, Vendor or Responder may have. We'll be specific whenever it seems warranted.

*Responder* - All entities which may provide requested information on a project and/or service.

*Vendors* - All business entities which may provide the subject goods and/or services.

*Responder* - Any business entity submitting a Reply to this RFP. Vendors which may be invited to respond or which express interest in this RFP, but which do not submit a Reply; have no obligations with respect to the RFP requirements.

*Supplier/Contractor* - The Responder who's Reply to this RFP is found by the County to suit the best interests of the County. Supplier may be selected for conditional award and will enter into an agreement for provision of the goods and/or services described in the RFP.

1.2.3. **RESPONSE** - refers to the entire process we're embarking on here. It includes the RFP, the Reply, and any other related activities and documentation until the award is consummated.

1.2.4. **RFP** - includes this document, and any related attachments or amendments. An RFP may be used to solicit various kinds of information. The kind of information this RFP seeks is indicated by the title appearing at the top of the first page. An "RFP For Reply" is used when multiple alternative ways of meeting the need may be considered.

1.2.5. **REPLY** - is the document submitted according to the RFP instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.

1.3. **QUESTIONS OR REQUESTS** - During the RFP response period, each Responder must direct any and all questions or comments regarding the RFP to the below contact:

Purchasing/Administrative questions: Mark Masoner/Purchasing Division @ [Masoner@co.santa-barbara.ca.us](mailto:Masoner@co.santa-barbara.ca.us)

All Technical or Scope of Work related questions must be in a written format and submitted via email to: Susan Klein-Rothschild - Deputy Director Public Health Department @ [sklein@sbcphd.org](mailto:sklein@sbcphd.org)

Only written communications signed by a County representative may be considered valid. Responder may not consider any oral instructions as an official instruction.

1.4. **RESPONDERS CONFERENCE** - There are no plans to conduct a Responders Conference or site visit

1.5. **RESPONDER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you from

any obligation regarding this RFP. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the RFP unless you have stated a deviation in accordance with Section 5.1.1. Deviations we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. *If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration*

1.6. **SCHEDULE OF EVENTS:**

Release of RFP .....July 1, 2016  
Last Day for Written Questions.....July 6th, 2016  
Dissemination of Written Questions and Answers.....No later than July 8<sup>th</sup>, 2016  
RFP Replies Due.....July 19<sup>th</sup>, 2016

1.7. **COSTS INCURRED IN RESPONDING** – All costs and expenses relating to the preparation, production, handling, reproduction, administration of the reply and its submission are to be borne solely by the Responder. All records, documents and information collected and/or maintained by others in the course of the preparation of this reply shall be made accessible to the County for purposes of inspection, reproduction, and audit without restriction. Responder shall agree that the County may audit, examine, and copy any and all books, records and information relating to the proposed Responder's services at no cost to the County. Also Responders must maintain all records until a successful Provider has been announced and/or an Agreement has been awarded.

1.8. **CONFIDENTIAL AND PROPRIETARY DATA** – All material received relative to this reply will be kept confidential until such time an award is made. It then becomes public information. If any part of your reply is to remain confidential, the Responder must so clearly identify and place this information in a separate envelope. Any information, confidential or otherwise, required for the evaluation of the RFP and resulting in any subsequent award to the successful Responder, would be public information.

Responder shall safeguard all information and data provided by the County. Further, Responder shall not sell or make available data or mailing lists compiled from data received from the County without the express written approval of the County and without appropriate remuneration to the County.

1.9. **AWARD** - Award may be made to the Responder(s) whose offer is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County and, as such, will not be determined by price alone.

The County expressly reserves the right, in its sole judgment, to award the RFP without discussion with the Responders relative to their replies.

The County expressly reserves the right, in its sole judgment, to accept or reject any or all replies, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the reply(s) which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of other evaluation factors set forth in the RFP.

1.9.1. **REPLY EVALUATION** - Our sole purpose in the evaluation process is to determine from among the Replies received which one(s) is best suited to meet the County needs. Any final analysis does not imply that one Responder is superior to another, but simply that in our judgment the Supplier selected appears to offer the best overall solution for our current and anticipated needs.

Submittal of a Reply authorizes us to investigate without limitation the background and current performance of you and your present staff. *Discovery of any material misstatement of fact may lead to disqualification of a Responder or to cancellation of any resulting Contract.*

Your pricing must be held firm per the terms of this RFP, but may be adjusted downwards anytime.

The County will evaluate all replies submitted. The County may also work with Consultant(s) who are subject matter experts to assist in the evaluation of replies; however, Consultant(s) will not participate in the scoring of the submitted replies. The County may make the selection of the Responder(s). In evaluating each reply, the County will consider several factors, including but not limited to, the following evaluation criteria:

1. Demonstrated understanding of the project and scope of work
2. Experience & Qualification of Key Staff
3. Knowledge of the Santa Barbara community & services to seniors
4. Fee structure to complete the project

The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a reply confers no rights upon the Responder nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.

Each Responder, by submitting a reply, agrees that if the County accepts its reply, such Responder will furnish all items and services upon the terms and conditions in this RFP and any possible subsequent Agreement. Responder replies that do not meet the mandatory requirements set forth in this RFP will be considered non-compliant. Responders may be disqualified and the reply may be rejected by the County for any of, but not limited to, the following reasons:

1. Failure to properly complete the reply
2. Evidence of inappropriate collusion among the Responders submitting the replies
3. Failure to comply with the specification requirements

Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the California Public Information (Open Records) Act. The Responder agrees at its expense to protect the County from claims involving infringement of patents or copyrights. The County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any response. The County also reserves the right to inspect the Responder's Agreements with its suppliers before making any award for the purpose of ascertaining whether the Responder has the necessary operational systems in place for performing any possible Agreement. The County may also consult with clients of the Responder during the evaluation of replies. Such consultation is intended to assist the County in making any possible Agreement award, which is most advantageous to the County. No reply shall be marked "Proprietary", "Confidential", or in any other way to prohibit public record requirements.

- 1.9.2. **COMPETITIVE NEGOTIATION OF REPLIES** - The Responder is advised that under the provisions of this RFP, the County reserves the right to conduct negotiations of the replies received and the County reserves the right to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

1. Negotiations will only be conducted with potentially acceptable replies. The County reserves the right to limit negotiations to those replies which received the highest rankings during the initial evaluation phase.
2. Terms, conditions, prices, methodology, or other features of Responder's reply may be subject to negotiation and subsequent revision. As part of the negotiations, Responder may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the reply.
3. The County's Standard Terms & Conditions are not negotiable and will remain unchanged unless the County determines that a change in such requirements is in the best interest of the County.

- 1.9.3. **WITHDRAWAL/MODIFICATION OF REPLIES** - Responder may modify its reply by submitting a letter to the County Purchasing Division at any time prior to the Reply Due Date.

- 1.10. **ACCEPTABILITY** - The County reserves the sole right to determine whether or not materials, equipment, or services are acceptable for County use, and whether substitutions are of equal or better quality than that specified.

- 1.11. **CONTRACT EXECUTION** - This RFP and the Responder's Reply (pertinent sections) will be made part of any resultant Contract and will be incorporated in any possible Contract as set forth, verbatim.

- 1.11.1. **PRECEDENCE** - In the event of contradictions or conflicts between the provisions of the documents comprising any possible Contract, they will be resolved by giving precedence in the following order:

1. Provisions of the Contract (as it may be amended);
2. Provisions of the RFP (as it may be supplemented)
3. Provisions of the Responder's Reply (as it may be clarified)

2. **PRIMARY SPECIFICATIONS**

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- 2.1. **SCOPE OF WORK** - Please see Attachment for the full detailed Scope of Work. In general, the County is requesting information to implement a Senior Assessment Program for the County of Santa Barbara. The potential annual program budget is \$148,000.00

**Please make sure that your reply covers the following points in detail:**

- Description of the service delivery model
- Organizational capacity
- Knowledge of the Santa Barbara community & services to seniors
- Detailed budget by expenditure line item showing where funds will be used
- Program budget
- Time frame from grant award to program implementation

Respondents are invited to include any existing material or material prepared specifically in response to this RFP that they believe may be of interest or use to the County. Please limit your reply to a maximum of 10-pages.

- 2.2. **REFERENCES** - Responders are to include in their reply a list of clients of comparable size and function as the County of Santa Barbara using comparable services offered in this RFP. The County reserves the right to contact not only those clients provided by the Responder, but any other past or present clients and to utilize this information to assist in determining the acceptability of services when making any possible award. **See Attachment, Reference Form.**

2.2.1.

3. **SUPPLIER'S REQUIREMENTS & RESPONSIBILITIES**

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- 3.1. **See Attachment – Adult & Aging Senior Assessment Program Statement of Work**

4. **TERMS & CONDITIONS IN THE EVENT OF ANY POSSIBLE FUTURE CONTRACT**

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- 4.1. **COMPLIANCE WITH PURCHASING TERMS & CONDITIONS** - You agree to be bound by our "Standard Terms & Conditions for Independent Contractors"
- 4.2. **NON-EXCLUSIVE CONTRACT** - Any Contract issued as a result of the Reply will be non-exclusive. The County retains the right to negotiate, make purchases and enter into contracts with others providing the same or similar goods and/or services as those you provide.
- 4.3. **"NO SURPRISES"** - You will notify the Purchasing Manager in advance of any changes to contract terms or conditions.

5. **REPLY PRESENTATION & REVIEW**

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- 5.1. **REPLY CONTENT** - In order to enable direct comparison of competing Replies, you must submit the Reply in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Reply being disqualified as non-responsive.
- 5.1.1. **REPLY ASSEMBLY** - Each Responder must provide all documentation required. Replies should follow the same numerical sequence and structure as this RFP.
- Some of the conditions or numbered sections will require explanation by the Responder. Please provide exhibits and/or visual aids that clearly reference specific conditions.
- 5.1.2. **FORMS & SCHEDULES** - All forms and schedules must be completed on (or in the identical format of) the forms included with this RFP and according to the instructions provided.

- 5.1.3. **PRE-SUBMITTAL CORRECTIONS** - Replies should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent, and must bear dated initials of person signing the Reply.
- 5.1.4. **SUBMITTAL PACKAGE** - One (1) original and two (2) hard copies of the reply must be delivered to the contact listed on page 2 of this RFP. In addition, an electronic version must be provided on a CD/Flash Drive or similar electronic storage media, to be included in the Responder's submittal package.
- The outside of Responder's RFP reply must be marked and include the RFP number and due date. **All replies failing to meet the due date and time will be made available for pick up by the Responder and the RFP will remain unopened.** The County will not be responsible for late deliveries or mail delays. Fax or email copies are not acceptable.
- 5.1.5. **ADVICE OF AWARD** - If you wish to be advised of the outcome of this RFP, enclose with your Reply a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to the awarded Responder.
- 5.1.6. **SUBMITTAL DEADLINE** - We must receive your Reply as directed no later than the date and time shown on the title page. Any Reply received after that deadline *will not* be considered *unless* you obtain the express consent of all other competing and timely replying Responders. We recommend you set for yourself an earlier deadline.
- 5.2. **RFP OPENING** - On the date, time and at the location specified on the title page, all Replies will be opened. Due to the anticipated complex and narrative nature of the responses, no public reading will be made, but any person present will be allowed, under supervision, to review any Reply. The Replies will then be sealed and not again available for public inspection until the award is announced.
- 5.3. **REPLY CLARIFICATION** - We reserve the right to request additional written or oral information from Responders in order to obtain clarification of their Replies.
- 5.3.1. **REJECTION OR CORRECTION OF REPLIES** - We reserve the right to reject any or all Replies. Minor irregularities or informalities in any Reply which are immaterial or inconsequential in nature, and are neither affected by law, nor at substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the County's best interest. In such cases, we may allow a Responder to make minor corrections to any part of their Reply, with the exception of price data that could affect price comparisons between Responders.

6. **REPLY FORMS**

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The forms listed below are numbered, named and attached in order as shown. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves.

7. **ASSIGNMENT**

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Responders may assign or transfer this Agreement with the expressed written consent of the County, which consent will not be unreasonably withheld or unduly delayed. Upon the County written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the Responder. However, the County may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the Responder (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

8. **MERGERS/ACQUISITIONS**

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The Responder expressly acknowledges that it is an independent contractor. Nothing in this RFP is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or method by which the Responder or its subcontractors perform hereunder.

The services to be performed by the Responder shall not be assigned, sublet, or transferred without prior written approval of the County.

The successful Responder shall be required to notify the County of any potential merger or acquisition of which there is knowledge at the time that a reply is submitted. Additionally, if subsequent to the award of any Agreement resulting from this RFP, the Responder shall merge or be acquired by another firm, the following documents must be submitted to the County:

1. Corporate resolutions prepared by the successful Responder and new entity ratifying acceptance of the original Agreement, terms, conditions and process.
2. New Responder's Federal Identification Number (FEIN).

9.

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***APPENDIX AND ATTACHMENTS***

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Attachment – Adult & Aging Senior Assessment Program Scope of Work

Attachment – References





## SENIOR ASSESSMENT PROGRAM

### Summary of Program

The purpose of the Senior Assessment Program is to improve the health and/or safety of individuals age 60 or over who are living at home and are at risk due to significant medical and/or psycho-social needs. A nurse will employ a person-centered approach to provide screening, in-home assessment, information, linkages, medical consultation and short-term case management. Senior care plans will be developed in coordination with families, care givers and community partners.

In addition to improving health and safety outcomes for individual seniors in Santa Barbara County, the program will collect data to inform future planning about senior needs and gaps in services. This information will be valuable in building a strong continuum of care to meet the needs of older adults in our community.

### Statement of Need

The urgency behind this proposal is linked to demographic trends. Between 2010 and 2030, Santa Barbara County's population of adults over the age of 65 is expected to increase by 36,000 individuals or 66 percent. The need for senior support services is also compounded by longer life expectancy. As people age, functional abilities often decline and there is a higher incidence of chronic illness, physical disability and cognitive impairment.

Financial insecurity among the elderly is also a factor. In 2014, 6.5 percent of seniors in Santa Barbara County lived at or below the federal poverty level, while another 34% were above the poverty line but below the Elder Index (minimum income necessary to meet basic needs). Seniors who fall into this gap are often ineligible for public assistance programs and yet they are unable to pay for needed services. Health and safety can deteriorate as a result.

### Scope of Work for Senior Assessment Program

- Receive referrals from concerned friends and family members, community providers, Parish Nurses, Santa Barbara County 211 and the Area Agency on Aging Senior Connection for individual 60 years of age and older
- Provide screening by telephone and conduct in-home assessments as indicated for a minimum of 50 unduplicated clients each month
- Assess the physical, psycho-social and health care status of referred individuals
- Identify clients needing medication review and reassessment
- Perform case consultation with physicians as appropriate
- Develop and implement short-term plans of care

- Coordinate and link with family members, care givers and other community partners to maximize client access to needed services and support
- Provide immediate response to urgent needs as presented (when health and/or safety are critically endangered)
- Maintain data about services provided and specific outcomes for individuals served, including program recidivism

**Program Requirements**

- The program should cover all geographic areas of the county.
- Program must include a minimum of 1 full-time equivalent nurse position filled by a Public Health Nurse or a Registered Nurse who has knowledge of local community resources and services. This position may be filled by multiple part-time positions covering different areas of the County.
- There is a preference for a nurse who is bilingual and bicultural.
- The maximum amount available for this program in fiscal year 2016-2017 is \$148,000.
- Describe the model for service delivery for the senior assessment program meeting the scope of work and the program requirements.
- The term of the contract is for one year only with options to review for up to 5 years with satisfactory performance.
- All eligible applicants will have relevant capacity and experience, broad-based community support, positive working relationships with public agencies and community service providers; also any expectations regarding core values, network participation, etc.
- The selected applicant must provide monthly reports on the services provided and the outcomes of those services including: the number of referrals received, the number of in-home assessments conducted, the number phone screenings provided, and presenting issues, and demographic information of those served (age, language, ethnicity, location, availability of family caregiver support).
- Outcome related data should be provided a minimum of once per quarter. This data should describe the results of the assessment program interventions such as the number and type of linkages made as a result of assessments and screenings and actions or results of assessments.
- All administrative functions associated with the Senior Assessment Program will be completed by the contractor including professional development, supervision and performance evaluation, transportation, insurance, participation in networks, meetings, etc.

**Response to this Request for Proposals Must Include the Following**

- Description of how the Scope of Work will be met by the applicant.
- Verification that each of the Program Requirements will be met by the applicant and how each required element is met.
- Description of the service delivery model including:
  - Describe how you will provide person-centered care

- Describe how you will identify and address barriers to service
- Describe how you will determine the effectiveness of services provided ( what will your performance measures be and how will you measure outcomes)
- Describe your implementation timeline, including any start-up or planning needs
- Describe how your services will be culturally and linguistically responsive
- Describe how you will monitor performance and provide supervision
- Describe your proposed service delivery area and your experience providing services in those areas
- Describe how you will coordinate and collaborate with other organizations, including key partnerships that have enhanced your ability to provide services to seniors
- Organization Capacity
- Experience and qualification of key staff
- Status of organization in Santa Barbara County
- Program Budget
- Itemization of budget line items and costs for each
- Any additional program revenue
- In kind support for program from host organization
- Timeframe from award to program implementation

Form 6.1 References

R-1.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Approximate Annual Dollar Volume	

Comments

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R-2.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Approximate Annual Dollar Volume	

Comments:

R-3.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Approximate Annual Dollar Volume	

Comments:

R-4.	Account Name	
	Address	
	City / State / Zip	
	Contact Person / Title	
	Phone	
	Years Serving this Account	
	Approximate Annual Dollar Volume	

Comments:



STANDARD TERMS & CONDITIONS  
FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which **must include the contract number** we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
  - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INSURANCE AND INDEMNIFICATION.** You agree to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference. The Exhibit refers to "COUNTY" in lieu of ("we/us/our") and "CONTRACTOR" in lieu of ("you/your").
9. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
10. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
11. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
12. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 13.
  - 12.1. **Work In Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
  - 12.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
13. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
14. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

15. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.

16. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

17. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

## EXHIBIT X

### 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 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 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.