



## REQUEST FOR PROPOSAL

**Santa Barbara**  
**Telepsychiatry Services**  
**FY 2015-2018**

**Released:** November 2, 2015

**Bidders Conference:** November 16, 2015, 1:30 - 3:30 pm (Public Health Department Conference Room C 101/102; 300 N. San Antonio Road, Santa Barbara.)  
Conference call details: 805-681-5400 or Ext. 5400 if using county telephone system; Description: Telepsych RFP, Code: 794029

**Deadline:** December 1, 2015, 5pm

Proposals must be delivered to:

Santa Barbara County Department of Alcohol, Drug & Mental Health Services  
Administration • Attention: Pharmaceutical Services RFP Application  
300 N. San Antonio Rd Bldg 3 • Santa Barbara, CA 93110  
A pdf copy must be also submitted by email to [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us)

**RFP Contact:**

Quiuana Lopez, Contracts Specialist  
Phone (805) 681-5229  
Email: [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us)

Santa Barbara County  
Department of Alcohol, Drug, and Mental Health Services

Request for Proposal (RFP)  
Telepsychiatry  
Fiscal Year 2015-2018

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## SECTION I: Introduction and Background

### **A. Introduction**

The Santa Barbara County Alcohol, Drug and Mental Health Services (ADMHS) is seeking proposals from licensed mental health providers interested in providing Telepsychiatry services to clients in Santa Barbara County. For the purpose of this Request for Proposal (RFP), Telepsychiatry services are defined as “psychiatric or mental health services delivered ‘real time’ using the latest technology in teleconferencing and equipment” (Telemental Health/Telepsychiatry: Operations and Implementation Manual, 2002<sup>1</sup>). Challenges in serving the behavioral health needs in Santa Barbara County have always included the recruitment and retention of psychiatric prescribers. Therefore, ADMHS has identified a potential need to promote quality and accessible telepsychiatry services for underserved or inadequately served populations.

### **B. Background**

ADMHS received state grant funding authorized through SB 82 (2013) for expansion of the County’s Crisis Services and Triage System. Currently, Santa Barbara’s Cottage Hospital Emergency Department (CHED) serves as a drop-off location for people with mental health emergencies. There are currently long waiting periods for transfers to either inpatient or outpatient care. During these waiting periods, consumers-in-crisis receive no supports or attention to their psychiatric needs; the resulting frustration and isolation is highly traumatic and often exacerbates crisis symptoms.

ADMHS is invested in a coordinated system and continuum of care for adults experiencing psychiatric crisis. As the ADMHS Department continues to transform its service systems, it is working to: enhance behavioral health services for individuals in crisis, support alternatives to acute psychiatric hospitalization needs, allow for crisis stabilization in the least restrictive setting possible and, reduce the use of medical emergency rooms, reduce recidivism of acute crises and hospitalizations, and reduce incarcerations. State SB 82 grant funds are expected to expand and improve crisis services throughout the community, for individuals experiencing psychiatric crisis.

ADMHS currently provides the following services to individuals who experience a mental health crisis in Santa Barbara County:

The Mobile Crisis Teams operate on a 24/7 staffing pattern out of Crisis and Recovery Emergency Services (CARES) facilities located in Santa Barbara, Lompoc, and Santa Maria. They substantially enrich crisis services, providing clients appropriate alternatives to hospitalization whenever possible.

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<sup>1</sup> <http://www.cibhs.org/sites/main/files/file-attachments/tmmanual.pdf>

## SECTION I: Introduction and Background

The Assertive Community Treatment (ACT) Programs provide a variety of services to those who need housing assistance, supported employment and education, as well as medication support, counseling, peer support and social skills development. Services are provided through ADMHS and contracts with Telecare Corporation and Transitions-Mental Health Association.

The Crisis Respite Residential Houses are available for individuals in crisis with a 12-bed crisis residential program in Santa Maria and an 8-bed residential program in Santa Barbara, both operated by Anka Behavioral Health, Inc. through an ADMHS contract.

The Crisis Stabilization Unit (CSU), anticipated to open at the beginning of December 2015 (date subject to change), will be located at 305 Camino del Remedio, Santa Barbara, CA 93110. It will be designed to provide a safe, nurturing short-term emergency treatment alternative for individuals experiencing a mental health emergency.

### **C. Program Description**

The Mobile Crisis Teams serve adults 18 years and older experiencing a psychiatric crisis or mental health emergency in northern and southern Santa Barbara County. They provide time-limited, reactive emergency response services involving 5150 evaluations. There are over one hundred (100) crisis calls every week that do not meet the 5150 standard and are referred to outpatient care.

The Assertive Community Treatment Programs are evidence-based psychiatric treatment, rehabilitation and support service for clients with serious mental illness who demonstrate the need for intensive level of nonresidential community service. The Programs are designed for adults who symptoms of mental illness cause, or create high risk for, the most substantial levels of disability and functional impairment.

The Crisis Respite Residential programs provide crisis respite and intervention services. The services are 24 hours per day, 7 days per week and 365 days per year. Services are provided to adults in crisis due to mental health or co-occurring substance abuse conditions. It is voluntarily accessed by clients who are motivated to obtain help to recover from their current crisis situations and want to learn skills and access community resources to prevent further crisis situations.

The ADMHS CSU is a short-term, voluntary stay program for adults 18 and over seeking urgent or emergency behavioral health services in a safe, structured and recovery-oriented environment. The CSU program is open 24 hours a day, 7 days a week, and can accommodate up to 8 patients daily for stays of up to 23 consecutive hours. Services are available and provided by an

## SECTION I: Introduction and Background

integrated, multidisciplinary care team comprised of licensed mental health professionals, medical personnel, social workers, drug and alcohol specialists, and peer recovery specialists.

Telepsychiatry services will be used by the outpatient programs for the evaluation, treatment, and resolution of acute psychiatric crises; as well as to fulfill gaps in cultural and linguistic competencies. Clients will include voluntary individuals who are diverted from inpatient care who need intervention to overcome psychiatric crises. The primary goal of the program is to reduce the need for psychiatric hospitalization by deescalating the crisis so that the client can return home.

### 1. **Proposed Service**

Services will be provided remotely via the internet and multiple forms of teleconferencing equipment and software that allows real-time audio and visual communication between the CSU site and the selected applicant's site. After examination, services shall also include any and all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to ADMHS. At no point shall mental health services be provided to clients who have not been established as under the care of selected applicant as defined by an initial evaluation that includes both visual and auditory interaction as required by California Telemedicine Development Act of 1996, Senate Bill 1665, Business & Professions Code Sections 2242, 2242.1, and 2290.5. All Applicants should be board certified by the American Board of Psychiatry and Neurology.

Services to outpatient clients shall include but not be limited to:

- a. Initial Evaluation;
- b. Psychiatric Medication Management;
- c. Diagnostic, suicide, Tarasoff, involuntary admission, medication evaluations;
- d. Medication education for staff, clients, and families;
- e. Review, revision, and approval of assessments of clients;
- f. Development, review, revision, and approval of 23-hour care plans;
- g. Consultation, training, and support of multi-disciplinary team members;
- h. Utilization Review, quality improvement protocols, and peer review; and
- i. Documentation and Reporting as established by County.

Preference will be given to applicants who are able to directly enter data into County's Electronic Medical Record and electronic prescribing system at the time of service (if another system other than County's is used please provide a description of system in Narrative section).

## SECTION I: Introduction and Background

### 2. Expectations

ADMHS provides services to clients with serious and persistent mental illness at multiple sites that could be served by telepsychiatry services; these include outpatient clinics, supported housing services, and assertive community treatment teams. The interval over which ADMHS might request services at the CSU is approximately 16.5 hours per day. The program requires “on demand” telepsychiatry meaning that a psychiatrist or nurse practitioner will be expected to be available (in front of a camera) to do a brief psychiatric assessment within an hour of a call from CSU nursing staff. Although it is expected that the number of clients seen by applicant’s staff will be variable, we approximate at least four (4) calls per day after business hours Monday through Thursday 5 pm – 8 am and during weekend hours beginning 5 pm Friday until 8 am Monday. The interval over which ADMHS might request services at the other sites in the outpatient system is approximately 10 hours per week in blocks of 2-3 hours in the morning and /or evening. The expected outcome is to prevent clients from having to go to a higher level of care.

### 3. Staffing Requirements

All applicants should be able to provide psychiatrists who are appropriately licensed and/or certified to practice in California. It is preferred that each psychiatrist possess a minimum of one (1) year of full-time experience in telepsychiatry practice.

All psychiatrists must be eligible to participate in Medicare, Medicaid and/or other federal health care programs. They must also possess a valid Drug Enforcement Agency (DEA) license in the State of California, and where applicable will be required to meet the following criteria:

- a. Submit a completed credentialing application and/or required documentation for credentialing as applicable;
- b. 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.

Psychiatrists 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 Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the County Mental Health Plan, available at <http://cosb.countyofsb.org/admhs/>.

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Applicants will be expected to provide County with background information on each referred psychiatrist, including:

- a. License Queries with the California Medical Board;
- b. Queries with the United States Department of Health and Human Services Office of Inspector General Fraud Prevention and Detection;
- c. Assessments of psychiatrist skills;
- d. Background fingerprint check for record of past criminal record; and
- e. References prior to commencement of assignment

#### **4. Funding Allocation**

Estimated funding available for telepsychiatry services is up to **\$450,000** per year.

ADMHS reserves the right to withhold funding if there is a lack of qualified applicants to allocate these funds through a separate RFP process or as deemed appropriate.

Any intended deviations from Cost Principles for State, Local & Indian Tribal Governments as set forth in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements must be disclosed in the applicants proposal.

Applicants selected will be subject to the County's standard contract terms and requirements, including the following (see also Attachment D):

- At the end of each fiscal year of the contract period, contractors shall be required to submit and annual cost report, annual performance report, annual audit report and final data reports to ADMHS.
- ADMHS reserves the right to adjust the negotiated amount of funding at any time during the negotiation or contract period due to funding adjustments, changes in service priorities or lack of performance by the contractor.

#### **5. HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) mandates standardized code sets for electronic transactions of healthcare data (e.g. electronic claims, clinical data, fax information). HIPAA also contains provisions to protect the privacy and confidentiality of any individually identifiable healthcare information, including behavioral health information. Telehealth provision or use does not alter a covered entity's obligations under HIPAA, nor does HIPAA contain any special section devoted to telehealth. Therefore, entities that utilize telehealth must meet the same HIPAA requirements that they would for a service provided in person. It is expected that the selected applicant will conduct accurate and thorough assessments of the potential

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risks and vulnerabilities to personal health information confidentiality, integrity and availability.

## SECTION II: Anticipated Schedule of Events

11/2/2015	RFP Released
11/16/2015	Bidder's Conference 1:30-3:30 PM
12/1/2015	Applications due by 5:00 PM
12/11/2015	Notice of Intent to Award is posted
12/14- 12/21 2015	Appeal Period
12/22/2015	Notification of Appeal Results
12/28/2015	Contract service negotiations begin
01/26/2016	Board of Supervisors' Decision (tentative date)

## SECTION III: Proposal Content

Applicants interested in implementing Telepsychiatry in Santa Barbara County must meet the following requirements and are required to submit verifying documentation or information as outlined below. In preparing an application, please read closely Section I “Introduction and Background” and Section IV “Evaluation and Selection”. Your proposal should be directly responsive to the information presented there.

The proposal application must adhere to the format outlined in this RFP. Proposal sections must be labeled in the same way as the corresponding section of the RFP written below. Proposals that do not adhere to the RFP format will be disqualified. The proposal application must include the following:

1. **Cover Sheet** - with company name and address. (0 points) (1 page)
  - A. Complete the Cover Sheet that appears at the end of this document. Please include all for the requested information as indicated for the following sections:
    - i. Agency information, including the proposed Project Director/Lead Staff if known. If unknown, indicate “TBD”. If the agency does not have a website at this time, indicate “N/A”.
    - ii. The total amounts requested by your agency from ADMHS should appear on the Cover Sheet in the “Total Request for Funding from ADMHS” column. Total expenses for 12-month Operating Costs (FY 15-16), indirect costs, and start-up/one-time costs for the proposed program should also appear on the Cover Sheet.
2. **Table of Contents** - (0 points) (1 page)
  - A. Include page numbers for each section required.
3. **Program Narrative** - (50 points) (Up to 10 pages)

This section of the proposal should present a comprehensive statement of the proposed program and describe how the applicant would implement Telepsychiatry Services in all of the outpatient programs. Applicants should be attentive to the stated expectations included in the RFP.

The maximum number of points for the Program Narrative is 50 points. Points will be assigned as follows for each of the segments comprising the Program Narrative. Applications shall be arranged as follows and divided into the follow headings:

**A. Skills and Experience Requirements (25 points)**

Provide an overview of your organization’s experience serving individuals who would be eligible for Telepsychiatry Services, including at a minimum:

## SECTION III: Proposal Content

- i. A description of your organization's experience serving individuals with behavioral health issues.
- ii. Your organization's experience collaborating with the existing behavioral health service system in Santa Barbara County or elsewhere.
- iii. Your organization's experience coordinating with emergency room physicians and staff.
- iv. Your organization's experience working with the local communities within Santa Barbara County, or elsewhere.
- v. How your organization operationalizes recovery principles in day-to-day treatment services.
- vi. How your organization addresses issues of cultural competency and your organization's ability to provide services in other languages, especially Spanish.
- vii. A relevant example of your organization's experience in implementing new programs and tracking outcomes.

### **B. Programmatic Requirements (25 points)**

Provide an overview of your implementation of the proposed services and include the following elements:

- i. A description of organization's philosophy and the philosophy for this program.
- ii. An explanation of how your agency will structure this program to effectively meet the needs of individuals experiencing mental health crises.
- iii. A description of any evidence-based or best practice approach that you will be utilizing.
- iv. A description of the initial and ongoing training requirements for program staff, including recovery-oriented training, trauma-informed care, and co-occurring disorders. Describe any additional training staff may require and plans for staff to obtain the additional training.
- v. A description of the supervisory structure of the program.
- vi. Strategies that staff will utilize to engage individuals and families (when applicable) to ensure active participation.
- vii. The methods by which staff, the individual and the family (when applicable) will collaborate to identify formal and informal services and supports and establish linkages.
- viii. How coordination of care will be achieved with other service providers.
- ix. A description of your implementation timeframe from proposal selection to full start-up.
- x. If applicable, please provide a description of your Electronic Medical Record and electronic prescribing system.

## SECTION III: Proposal Content

### 4. **Work Plan, Goals, and Objectives** - (30 points) (Up to 5 pages)

- A. Current Licensure Status(es) and Staffing Requirements
  - i. Attach copies of current licenses for all staff providing services.
  - ii. Provide a Table of Organization for your agency for this program specifically.
  - iii. Discuss staffing for this program and the qualifications for each position.  
Please include your sources for psychiatric staff.
  - iv. Provide a detailed summary of the organizational/departmental infrastructure that gives you the capacity to develop and implement this program.
- B. Describe your organization's experience and capability to maintain a database of individual client information (in accordance with HIPAA and California Health Information Integrity standards) that will enable you to provide the mutually agreed upon outcomes data.
- C. Provide a detailed Service Network Agreement, to include availability and response time guarantees (preference will be given to those providers who are able to respond within an hour).

### 5. **Project Budget** - (20 points) (5 pages)

The Board of Supervisors' decision on the contract is not anticipated to be finalized until January 26, 2015 (tentative date).

The maximum number of points for the Program Budget is 20 points. Points will be assigned as follows for each of the segments comprising the Program Budget. Applications shall be arranged as follows and divided into the following headings:

- A. Budget Narrative- that explains your anticipated expenditures and revenue sources for this project. (10 points) (Up to 4 pages)
  - i. Provide proof of overall financial strength of the agency as evidenced by a current (last closed period) working capital ratio. The working capital ratio is a measure of financial strength, as it is a basic tool used to measure an organization's ability to pay for its current liabilities with its current assets.
  - ii. Detailed itemized pricing for services proposed; to include any installation and maintenance.
  - iii. List other secured funding sources that will support this project, if any.
- B. Schedule of Rates - (5 points) (1 page)
  - i. A schedule of rates must be submitted with the RFP using the worksheet labeled Exhibit B-1 (see page 20). The B-1 should identify: Type of Service, Unit Reimbursement, and Cost Per Unit.

## SECTION III: Proposal Content

### C. Medi-Cal and Other Revenue - (5 points) (1 page)

Medi-Cal billed by the applicant's staff will be collected by ADMHS to offset the cost of the services. Provide an estimate of the amount of revenue you expect the program to generate annually from (a) Medi-Cal, (b) client fees (if any), and (c) any other sources. Indicate how the estimate was computed.

### 6. Management and Reporting Capabilities – (10 points) (Up to 3 pages) –

Provide a detailed description of your program's capabilities in the following areas:

#### A. Financial Management

Comment on your agency's demonstrated competency in the following areas:

- i. Experience with and sound financial management of large programs
- ii. Experience in accurate and timely Mental Health Medi-Cal billing and preparation of annual cost reports
- iii. Does the agency employ or contract for services of a Certified Public Accountant?

#### B. Personnel Management

#### C. General Administration

#### D. Adherence to Funding Agency Reporting Requirements

### 7. Investigation Statement – (0 points) (1 page)

Include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigation, by whom, the date of the audit, the period audited and the purpose and outcome of the audit or investigation.

### 8. Legal Information- (0 points) (1 page)

Include statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mis-management. These statement must describe the program audited or investigated, by whom, the date of the audit, the period audited and the purpose of the audit or investigation.

### 9. Supportive Information - (5 points) (Pages as applicable)

Include in this section up to five pieces of additional information supportive of the agency or this proposal. Information may include:

- A. Resumes of key staff
- B. Letters of commitment from other public or private agencies
- C. Brochures and promotional material

## SECTION III: Proposal Content

- D. Pictorial material, clippings and other information supportive of the proposal contents.

**10. Attachments - (5 points) (Pages as applicable)**

All proposals shall include the following attachments:

- A. An organizational chart for the entire legal entity or entities of your agency, showing how the new program would integrate into the existing organization.
- B. A list of all the relevant insurance your agency has and the specific limitations. Upon submission of the proposal package, applicant must provide certificates of insurance for all policies. Said certificates must clearly indicate limits of coverage. Prior to contract execution, vendor must comply with the standard County insurance requirements should the required coverage differ from what the vendor currently has in place. The County will be named as additional insured on general and automobile liability policies.
- C. The names, addresses and phone numbers of three references that can attest to your success in working within collaborative structures to serve clients with alcohol, drug, and/or mental health problems.
- D. The names, addresses and phone numbers of three references that can attest to your ability to submit program data and financial reports on a timely basis.
- E. Current Board member list.
- F. Annual audited Financial Statement (most recent).
- G. Tax Return (most recent filed).

**OVERVIEW OF APPLICATION ELEMENTS (for reference only)**

Part	Description	Maximum Points (120 points total)	Maximum # Pages
1	Cover Sheet	0	1
2	Table of Contents	0	1
3	Program Narrative	50	10
4	Work Plan	30	5
5	Project Budget	20	5
6	Management and Reporting Capabilities	10	3
7	Investigation Statement	0	1
8	Legal Information	0	1
9	Supportive Information	5	n/a
10	Attachments	5	n/a

## SECTION IV: EVALUATION AND SELECTION

### **Submission Requirements**

Prospective applicants may submit questions to Qiuana Lopez, Contracts Specialist, by emailing [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us). All answers to emailed questions will be posted online on the ADMHS public website.

**All submissions must be received by 5:00 PM on December 1, 2015.** Submissions not received by this date and time will be ineligible for consideration.

Submissions must be mailed to or dropped off at:

Qiuana Lopez  
Contracts  
County of Santa Barbara, ADMHS  
300 N. San Antonio Rd, Santa Barbara, CA 93110

An original (clipped, pages double-spaced with 12 point font and justified, on standard white paper, single-sided, one inch margins on every page, with pages numbered at the bottom right of each corner) and five (5) copies of the response to the RFP are to be submitted. The applicant organization's name should appear in the upper right corner of every page. Please keep budget submissions separate from the remainder of the submission. Staple your proposed budget separately. Include both start-up costs and an annualized program budget in your budget submission.

Please also submit an electronic file of the complete RFP response (in PDF) to [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us).

1. Responses to this RFP must be according to the format, content, and sequence as outlined. Additional information regarding any concerns, barriers, or modified ideas may be included for consideration and must be clearly identified as such.
2. An authorized representative of the lead agency must sign proposals.
3. Any proposal may be rejected if it is conditional, incomplete, or deviates from the guidelines set forth in this RFP. However, ADMHS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with approval. ADMHS reserves the right to negotiate any part of the proposal.
4. This RFP does not commit ADMHS to award funding.
5. ADMHS reserves the right to:
  - a. Seek additional proposals beyond the final submission date if, in its sole discretion, proposals received do not meet the guidelines or the intent of this RFP.
  - b. Chose Applicants who are not the lowest bid.
  - c. Award more than one contract.

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- d. Award a contract on the basis of initial offers received.

### **Evaluation and Selection**

All completed proposals received from Applicants before the deadline will be evaluated and will be selected based on qualifications as specified in this RFP, without regard to race, creed, color, national origin, gender, religion, age, or disability. ADMHS will reject any proposal that is found to be non-responsive at any stage of evaluation. The Applicant whose proposal is selected will be the most advantageous to ADMHS in terms of cost, functionality, support, and schedule. Proposals will be evaluated and selected through a competitive process.

The methodology for application evaluation will be approved by the ADMHS Director or designee. Successful applications for funding will go through a four level review process:

1. **Technical Review:** A review for completeness will be conducted through the ADMHS Contracts Department. Any application omitting any item listed in the Proposal Content section of this application will be considered incomplete, will not receive further review, and will not be considered. Those RFPs passing the technical review phase will be forwarded to the RFP Proposal Review Committee for consideration.
2. **Proposal Review:** Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Technical Review stage, will be submitted to a rating committee. An RFP Proposal Review Committee comprised of a mix of five (5) ADMHS staff and community members who will evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements. ADMHS will use the evaluation and scoring criteria listed above in Section III: Proposal Content. The scoring sheet is located on the ADMHS public website and will be utilized in the evaluation of the applicants written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. In assigning points for individual rating factors, reviewers may consider issues including, but not limited to, the extent to which a proposal response:
  - a. Is lacking information, lacking depth or breadth or lacking significant facts and/or details; and/or
  - b. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies; and/or
  - c. Demonstrates that the applicant understands the services sought, and/or the contractor's responsibilities; and/or
  - d. Illustrates the applicants capability to perform all services and meet all scope of work requirements; and/or

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- e. Demonstrates the applicants capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

ADMHS will consider a proposal technically deficient and non-responsive and non-responsive if the proposal earns a score that is less than 75% of the total points. Non-responsive proposals will not advance to Stage 3.

### 3. **Selection Criteria:**

- a. **Selection:** Taking the recommendations of the Proposal Review under advisement, the Mental Health Director in concert with the ADMHS Executive Team will make the final selection from among the top applicants (some of whom we reserve the right to interview) and will enter into negotiations with the chosen applicant. In awarding points, the reviewers will consider responsiveness and thoroughness of the proposal, presentation, services provided and expertise in the field, cost competitiveness, and perceived ability to meet the program outcomes. ADMHS will notify all applicants of their status by fax and/or email correspondence and issue a “Notice of Intent to Award”.
4. **Contract Approval:** The Santa Barbara County Board of Supervisors has final authority to approve any Telepsychiatry contract service agreements on behalf of the County of Santa Barbara. Failure to secure this approval may result in the re-negotiation of the service agreement, the re-advertisement of the solicitation process or other appropriate actions. All contracts awarded will subject to the Board of Supervisor’s standard terms and conditions (See Exhibit D).

### Appeal Process

1. A “Notice of Intent to Award” will be posted on the ADMHS website and at the ADMHS Administrative offices on December 11, 2015 and an email will be sent to all applying agencies.
2. After the “Notice of Intent to Award” has been posted, applicants may appeal a selection decision made by ADMHS from December 14– December 21, 2015.
3. The appeal must be in writing and directed to ADMHS’ Contracts Department in care of Qiuana Lopez, Contracts Specialist, stating the law, rule, regulation or practice on which the protest is based. ADMHS will notify the applicant of receipt of the appeal. To be considered, appeals must be submitted electronically via email to [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us) or by fax to 805-681-5222 by 5:00 p.m. on December 21, 2015.
4. Appeals made prior to the “Notice of Intent to Award” on December 14, 2015 or after December 21, 2015 will not be considered. The Appeal Committee, made up of the Director of ADMHS and those appointed by her, will review and resolve all protests.

## SECTION IV: EVALUATION AND SELECTION

5. The Appeal Committee's decision will be final and may not be appealed. ADMHS will give written notice to each appealing applicant, setting forth the final outcome of their appeal.
6. The final Project Award will be posted on the ADMHS website after the awarding contract has been approved by the Board of Supervisors.

# EXHIBIT A: COVER SHEET

**For ADMHS Staff use:**

Date/time Received: \_\_\_\_\_

Proposal # \_\_\_\_\_

ADMHS Staff Member \_\_\_\_\_

**Project Title:** \_\_\_\_\_

	Proposed FY 15-16 12-Month Operating Cost	Proposed FY 15-16 12-Month Indirect Cost	Proposed Start-Up/One- Time Costs	TOTAL Request for funding from ADMHS
<b>Personnel Services /Supplies Totals</b>	\$ _____	\$ _____	\$ _____	\$ _____

**Agency Information:**

Agency: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Project Director/Lead Staff: \_\_\_\_\_

Administrative Office Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web site: \_\_\_\_\_

Total Agency Budget (Proposed FY 15-16): \$ \_\_\_\_\_

**Attachment Checklist** (please attach in order)

- |   |  |
|---|--|
| 1. <input type="checkbox"/> Agency Organizational Chart             | 6. <input type="checkbox"/> Current Board Members List               |
| 2. <input type="checkbox"/> Insurance                               | 7. <input type="checkbox"/> Annual Financial Statement (most recent) |
| 3. <input type="checkbox"/> Program Reference List                  | 8. <input type="checkbox"/> Tax Return (most recently filed)         |
| 4. <input type="checkbox"/> Program & Financial Data Reference List |  |
| 5. <input type="checkbox"/> Agency Budget FY 14-15                  |  |

\_\_\_\_\_  
**Signature of Executive Director/CEO**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Board Chair/President**

\_\_\_\_\_  
**Date**

## EXHIBIT B-1: SCHEDULE OF RATES

Type of Service	Unit Reimbursement	Cost Per Unit
<b>Total Contract Maximum</b>		

## EXHIBIT C: REFERENCES

1. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

2. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

3. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

# EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

## 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 [Contractor] with an address at [Address] (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**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. [Contractor Representative] at phone number [#] 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:

To Contractor:

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

### **3. SCOPE OF SERVICES**

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

### **4. TERM**

Contractor shall commence performance on [date] and end performance upon completion, but no later than [date] unless otherwise directed by County or unless earlier terminated.

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

### **5. COMPENSATION OF CONTRACTOR**

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

### **6. INDEPENDENT CONTRACTOR**

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

### **7. STANDARD OF PERFORMANCE**

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

### **8. DEBARMENT AND SUSPENSION**

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

### **9. TAXES**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

### **10. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the

performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

### **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 be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions 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

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. NO PUBLICITY OR ENDORSEMENT**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo

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

### **13. COUNTY PROPERTY AND INFORMATION**

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

### **14. RECORDS, AUDIT, AND REVIEW**

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

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

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

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

### **16. NONDISCRIMINATION**

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

### **17. NONEXCLUSIVE AGREEMENT**

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

### **18. NON-ASSIGNMENT**

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

### **19. TERMINATION**

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

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

2. **For Nonappropriation of Funds.**

A. 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

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

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.

- B. 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.
  - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
  - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

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 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

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

of Alcohol, Drug & Mental Health Services. 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 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.

## EXHIBIT D: SANTA BARBARA COUNTY STANDARD AGREEMENT TEMPLATE

### **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 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. PRIOR AGREEMENTS.**

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

### **36. MANDATORY DISCLOSURE.**

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 the award. 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.)

## EXHIBIT E: SANTA BARBARA COUNTY INDEMNIFICATION AND INSURANCE REQUIREMENTS

### 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.

## EXHIBIT E: SANTA BARBARA COUNTY INDEMNIFICATION AND INSURANCE REQUIREMENTS

### 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

## EXHIBIT E: SANTA BARBARA COUNTY INDEMNIFICATION AND INSURANCE REQUIREMENTS

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.