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San Bernardino County Superintendent of Schools

AGREEMENT FOR FOSTER YOUTH TRANSPORTATION SERVICES
AGREEMENT NO. 21/22-0400

THIS AGREEMENT made and entered into by and between the Office of the San Bernardino County Superintendent of Schools – Foster Youth Services Coordinating Program, hereinafter called "**SBCSS-FYSCP**," and San Bernardino County Children and Family Services, hereinafter called "**CFS**" or "**County**".

RECITALS

WHEREAS, SBCSS-FYSCP in collaboration with, **CFS** and individual school districts seek to meet the need for increased school stability for Foster Youth in San Bernardino County under the new requirement of the Every Student Succeeds Act (ESSA); and

NOW, THEREFORE, SBCSS-FYSCP and **CFS** mutually agree as follows:

In recognition of the unique challenges that Foster Youths face, new provisions were added to Title I, Part A of the Elementary and Secondary Education Act (ESEA), as part of the reauthorization by Every Student Succeeds Act (ESSA), to require state and local educational agencies to collaborate with state and local child welfare agencies to ensure school and educational stability for Foster Youths.

For purposes of this transportation procedure, a Foster Youth is defined as a child who has been removed from the custody of his or her parent(s) or guardian(s) by the juvenile court and placed in foster care. (*See* Education Code Section 48853.5(g) and 45 CFR 1356.21(k)). Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. (45 CFR 1355.20).

Foster Youths are often subject to make more unscheduled school changes than their peers. The California Department of Education has reported that with each school move, Foster Youths typically lose six months of academic achievement. Consequently, as a student population, Foster Youths experience lower graduation rates, lower scores on academic assessments and higher rates of grade retention, chronic absenteeism, suspensions and expulsions.

In order to improve educational stability, federal and state laws require that if a Foster Youth's placement changes, the student has the right to remain in his or her School of Origin for the duration of the school year. (Education Code 48853.5) Moreover, if a Foster Youth needs transportation in order to attend his or her School of Origin, such transportation must be provided promptly. (20 USCS § 6312(c)(5)(B)(i)).

A. Definitions

School of Origin - Per California Education Code 48853.5(g), the School of Origin is "the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the educational liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational rights for the foster child, shall determine, in the best interest of the foster child, the school to be deemed the School of Origin."

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Best Interest Determination - Under federal and California law, a child in foster care shall remain or enroll in his/her School of Origin unless a determination is made that it is not in the child's best interest to attend the School of Origin. Factors to consider when determining if School of Origin enrollment is in the foster student's best interest include, but are not limited to: preferences of the student, preferences of the student's parents or Educational Rights Holder, placement of siblings (if any), safety, consideration of the appropriateness of the current educational setting, commute distance/travel time, duration of placement, time of school year, type of transportation available, flexibility in school schedule, impact of extracurricular activities on transportation options, maturity and behavioral capacity, special Education Needs, English language learner needs, and social/emotional relationships.

Foster Youth - Is defined as a child who has been removed from the custody of his or her parent(s) or guardian(s) by the juvenile court and placed in foster care. (*See* Education Code Section 48853.5(a) and 45 CFR 1356.21(k)). Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. (45 CFR 1355.20). A student in foster care, under the Local Control Funding Formula (LCFF) definition, who lives at home with both or either biological parent, are not entitled to ESSA mandates and provisions.

Case Worker - Social worker assigned to an individual Foster Youth.

Assembly Bill (AB) 490 Educational Liaison - Every school district must have an appointed educational liaison to serve Foster Youth Education Code 48853.5(c). AB 490 Educational Liaison for each district will also serve as the district point of contact (POC).

Point of Contact (POC) Children and Family Services - The point of contact for Children and Family Services is the Supervising Social Service Practitioner for the Education Programs Unit.

Additional Costs- Costs incurred in providing transportation to the School of Origin reflect the difference between what a Local Education Agency (LEA), also known as district, would otherwise spend to transport a student to his/her assigned school and the cost of transporting a child in foster care to his/her School of Origin.

Immediate Enrollment – Children in foster care may enroll immediately (attending classes and access to all available school activities) in a new school even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation, or school uniforms. (Education Code Section 48853.5(f)(8)(B)).

Education Rights Holder - Education rights remain with biological parents unless a judge limits or removes education rights. When education rights are limited or removed a JV535 court form is generated identifying the assigned education rights holder.

B. Best Interest Determination

The Social Worker, or other representative of the local child welfare agency that has legal responsibility for the care and protection ("Case Worker") of the student will notify the school district's AB 490 Educational Liaison as soon as the county placing agency (CFS) becomes aware of the need to transfer a pupil in foster care out of his or her current school. The county placing agency shall contact the AB

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490 Educational Liaison at the local educational agency of the pupil. The county placing agency shall notify the local educational agency of the date that the pupil will be leaving the school and request that the pupil be transferred out. (Education Code Section 49069.5(c)).

The Case Worker and AB 490 Educational Liaison will collaborate and share relevant information with the parent, guardian, or other person holding the right to make educational decisions for the pupil ("Education Rights Holder") and the student depending on age and maturity so that they may make an informed decision regarding whether it is in the best interest of the student to continue in the School of Origin or be placed in another educational program. The School of Origin includes: the school the student attended when they were permanently housed, the school the student was last enrolled, or any school the student has attended in the last 15 months where the student has a connection. The AB 490 Educational Liaison for the local education agency will notify the child and Education Rights Holder with a written explanation if they recommend waiving the right to School of Origin.

Other school district representatives who may provide relevant information includes, but is not limited to, the student's teacher, principal, transportation staff, special education staff and/or staff members specializing in English Language Learners. Additionally, the Education Rights Holder may also collaborate and consult with the foster parents, biological parents when appropriate, and/or private therapists.

The determination shall be based on factors relating to the child's best interest, including but not limited to the following:

- Preferences of the student
- Preferences of the student's parents or Education Rights Holder
- Placement of siblings (if any)
- Safety
- Consideration of the appropriateness of the current educational setting
- Commute distance/Travel time
- Duration of placement
- Time of school year
- Type of transportation available
- Flexibility in school schedule
- Impact of extracurricular activities on transportation options
- Maturity and behavioral capacity
- Special Education Needs
- English Language Learner Needs
- Social/Emotional relationships

Students who have transportation written into their Individualized Education Plans (IEP) because of legitimate special education needs:

If a Foster Youth is eligible for special education services under the Individuals with Disabilities in Education Act (IDEA), and has an IEP that outlines transportation as a related service as part of the student's education needs and services, the School of Origin will provide transportation services for the student to attend his or her special education program if the Foster Youth remains in his or her School of Origin. The School of Origin should consult with its Special Education Local Plan Area for assistance. However, transportation will not be added to an IEP for the sole purpose of preserving school stability.

C. School of Origin is in the Best Interest of Student

When a determination is made that it is in a Foster Youth's best interest to remain in the School of Origin, the Foster Youth will, if necessary, promptly receive transportation in a cost-effective manner

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and in accordance with the Fostering Connections Act. The AB 490 Educational Liaison or Case Worker will complete a Transportation Plan (Attachment A). Title I, Part A of the ESEA requires that transportation to the School of Origin be provided promptly in a cost-effective manner and if there are Additional Costs, that the school district and child welfare agency have an agreement regarding payment and/or reimbursement for such costs. (20 USCS § 6312(c)(5)(B)(i)).

Step One: Consider no-cost or low-cost options.

In determining whether transportation to the School of Origin is "cost effective," the Case Worker, AB 490 Educational Liaison, and representatives knowledgeable about transportation options and procedures should review and consider cost, distance, traffic patterns, and length of travel. Cost effective transportation options may include:

- Foster parents or caregivers provide transportation
- School bus
  - Existing routes or modifying current routes
  - General education
  - Special education-related service
  - Route-to-route hand-offs
  - District-to-district boundary hand-offs
- Public transportation
- Other

Step Two: If no-cost or low-cost options are not available, consider transportation options that may incur Additional Costs.

"Additional Costs" represent the difference between what an LEA would normally spend on transportation to the child's assigned school and the cost of transportation to the School of Origin. A transportation option that may incur Additional Costs, include but is not limited to, the following:

- Order additional school bus or other vehicle operated by the school district or child welfare agency
- Private student shuttle companies
- Taxi companies or student transport companies

Payment and/or reimbursement agreements for such services should be reviewed by the school district's risk management and legal offices.

Note: Pursuant to ESSA Section 1112(c)(5)(B) and 34 Section 299.13(c)(1) (ii), the transportation procedures must ensure that, if there are Additional Costs incurred in providing transportation to maintain children in foster care in their School of Origin, the school district will provide transportation to the School of Origin if: (1) the local child welfare agency agrees to reimburse the LEA for the cost of such transportation; (2) the LEA agrees to pay for the cost of such transportation; or (3) the LEA and the local child welfare agency agree to share the cost of such transportation.

Note: Pursuant to Title IV-E of the Social Security Act, federal funds are available to child welfare agencies in order to assist with additional transportation costs for children who are eligible for Title IV-E foster care maintenance payments. Child welfare agencies receiving Title IV-E funds have discretion to in determining what is considered reasonable travel, and may take into account factors such as cost, distance, and duration of travel.
Note: Regardless of which option is chosen, the school district and child welfare agency should negotiate and enter into an MOU to provide a mechanism for payment and/or reimbursement.

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If no-cost or low-cost options are not available and transportation will require Additional Costs, district's will provide transportation through (1) of the following options:
OPTION 1: (Child Welfare Agency Agrees to Reimburse the School District for Additional Costs)
Additional costs incurred as a result of providing transportation services to maintain Foster Youths in their School of Origin will be paid by the child welfare agency pursuant to a written agreement or memorandum of understanding between the school district and child welfare agency.

OPTION 2: (School District Agrees to Pay for the Additional Costs)
Additional costs incurred as a result of providing transportation services to maintain Foster Youths in their School of Origin will be paid by the school district pursuant to a written agreement or memorandum of understanding between the school district and child welfare agency.

OPTION 3: (Child Welfare Agency and School District Agrees to Share the Additional Costs)
Additional costs incurred as a result of providing transportation services to maintain Foster Youths in their School of Origin will be shared by the child welfare agency and school district pursuant to a written agreement or memorandum of understanding between the school district and child welfare agency.

D. School Change is in the Best Interest of Student

When a school change is warranted, children in foster care may enroll immediately in a new school even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation, or school uniforms. (Education Code Section 48853.5(f)(8)(B)).

Within two (2) business days of the foster student's request for enrollment, the educational liaison for the enrolling school shall contact the school last attended by the foster child to obtain all academic and other records. (Education Code Section 48853.5(f)(8)(C)). The last school attended by the foster child shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. The Ab 490 Educational Liaison for the school last attended shall provide all records to the new school within two (2) business days of receiving the request. (Education Code Section 48853.5(f)(8)(C)).

E. Dispute Resolution

During a dispute a Foster Youth has the right to remain in their School of Origin while the dispute is negotiated.

1. Complaint of Noncompliance

A complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, or bullying. If the complainant is unable to put the complaint in writing, due to conditions such as disability or illiteracy, the LEA shall assist the complainant in the filing of the complaint. A complaint regarding the violation of specific federal and state programs that use categorical funds, such as Foster Youth Services, are considered Uniform Complaint Procedure (UCP) complaints. UCP complaints are filed with the district superintendent or their designee.

Responsibilities of the LEA

- Ensures compliance with applicable federal and state laws and regulations.

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- Adopts UCP complaint policies and procedures consistent with the *California Code of Regulations*, Title 5 Sections 4600–4694.
- Designates a staff member to be responsible for receiving, investigating and resolving complaints and makes sure the staff member is knowledgeable about the laws/programs he or she is assigned.
- Must give the filing party an opportunity to present information and/or evidence relevant to the complaint.
- Protects complainants from retaliation.
- Resolves the complaint and completes a written report within 60 calendar days of receipt of the complaint unless extended by written agreement of the complainant.
- Must advise the complainant of the right to appeal the LEA's decision to the California Department of Education within 15 calendar days of receiving the decision.

2. Transportation Costs

Note: Pursuant to Section 475(1)(G) of the Social Security Act, the child welfare agency is vested with the responsibility for making individual placement decision in accordance with a case plan that includes educational stability requirements. Additionally, the child welfare agency is entitled to include reasonable travel costs as part of the foster care maintenance payments for the child to remain in the same school he or she was attending prior to placement in foster care. (Section 475(4) of the Social Security Act.) Transportation costs associated with the Foster Youth's attendance at his or her School of Origin is also allowable as administrative costs under Title IV-E because such transportation is related to case management and therefore necessary for the proper and efficient administration of the Title IV-E plan. (45 CFR 1356.60(c)(2))

If there is disagreement between the child welfare agency and school district regarding responsibility for Additional Costs related to maintaining a Foster Youth at his or her School of Origin, the child welfare agency and school district understand that they are mutually responsible for coordinating efforts to ensure prompt transportation services. In order to resolve such disputes, the agencies will take the following steps:

- The child welfare agency and school district will explore all no-cost and low-cost transportation options before considering transportation options that may incur Additional Costs.
- The school district will provide written notification regarding the dispute, its recommended mode of transportation, the reasoning supporting such recommendation and its calculation of Additional Costs.
- In accordance with Title IV-E, the child welfare agency will review its educational stability plan for the Foster Youth and the information provided by the school district to determine reasonable travel costs for the Foster Youth.
- The child welfare agency may either accept the school district's cost estimates and reimburse the school district for Additional Costs or provide alternative transportation services separate from the school district and direct foster care maintenance payments to the child's provider or make a separate payment directly to the transportation provider.

F. County Placing Agency Available Options to Address Transportation Needs

- The county placing agency will make every effort to place students in proximity to their School of Origin. Case Worker will use Education Stability Checklist in best interest determination.
- The county placing agency determines the caregiver/resource parent's willingness and capacity to provide transportation (with mileage reimbursement) to the School of Origin, or the possibility of the student to use bus pass or public transportation vouchers, reimbursement guidelines and amounts found on All County Letter No. 11-51.

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- The county placing agency will check with group home or Short-Term Residential Therapeutic Program (STRTP) to determine their willingness/capacity to provide transportation to School of Origin.
- If none of the above-mentioned options are available, the county placing agency responds to the district AB 490 Educational Liaison via email, with a copy to **SBCSS-FYSCP**, to determine if the district can accommodate transportation.
- Any district or the county placing agency may at any time choose to voluntarily share in the cost or take sole responsibility for such costs.
- Any district or the county placing agency has the right under this agreement to provide alternate form of transportation, so long as it is cost-effective and appropriate to the child.

G. Districts Assess Available No- Or Low-Cost Options to Address Transportation Needs

These steps may occur at the same time as the county placing agency assesses all available transportation options.

- The districts AB 490 Educational Liaison assesses whether the child is eligible for transportation under another entitlement (experiencing homelessness) or as a related service included in an Individualized Education Plan (IEP) or 504 Plan. The district provides and funds transportation if the student is eligible under the McKinney-Vento Act or the Individuals with Disabilities Act (IDEA).
- The districts examine existing transportation options available for the student, including incorporating the student into an existing bus route, modifying an existing bus route, or other no-cost or low-cost options. Transportation is provided by the district if such a solution is available.
- Districts will collaborate to provide transportation to the School of Origin when a student in out of home care resides outside of the boundaries of the School of Origin. This can include, but is not limited to, districts modifying and connecting cross-district routes, or one (1) district providing transportation to the School of Origin while the other provides transportation from the School of Origin. The district can contact the district of residence directly or send an email to **SBCSS-FYSCP** to request facilitation.
- The districts AB 490 Educational Liaison notifies the **SBCSS-FYSCP** within five (5) school days via email when the above-mentioned options are not available, or when further collaboration is needed to set up transportation.

H. SBCSS-FYSCP Role in Transportation Needs

- **SBCSS-FYSCP** will facilitate communication between the county placing agency and School Districts.
- **SBCSS-FYSCP** will maintain transportation plans and assist with coordination of transportation services.

I. Special Provisions

1. **SBCSS-FYSCP** will assist with dispute resolutions between the county placing agency and school districts and may assist with short-term transportation assistance in emergency situations. **SBCSS-FYSCP** and districts shall comply with all federal, state, and local laws and ordinances applicable to such work. **SBCSS-FYSCP** and districts shall provide worker's compensation insurance to self-insure his or her services.
2. Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by **SBCSS-FYSCP** or **CFS** without the prior written consent of the other party.
3. This Contract shall be governed by and construed according to the laws of the State of California.

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4. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
5. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

J. Mutual Indemnification and Hold Harmless

SBCSS-FYSCP agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **CFS**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **SBCSS-FYSCP** in the performance of this agreement. It is understood that employees and any subcontractor of the **SBCSS-FYSCP** in its performance under this agreement are not agents or employees of the **CFS**.

CFS agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SBCSS-FYSCP**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arrising out of any act or omission or any property owned or controlled by the **CFS** in the performance of this agreement. It is understood that employees and any subcontractor of the **CFS** in its performance under this agreement are not agents or employees of the **SBCSS-FYSCP**.

In the event that **CFS** and/or the **SBCSS-FYSCP** are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the **CFS** and/or the **SBCSS-FYSCP** shall indemnify the other to the extent of its comparative fault.

SBCSS-FYSC agrees to and shall comply with the insurance requirements in Attachment B.

K. Duration of Agreement

The term of this Agreement is **July 1, 2024** through June 30, 2029 but may be terminated earlier in accordance with provisions of Section L of this Agreement.

L. Early Termination

This Agreement may be terminated without cause upon thirty (30) days written notice by either party. CFS Director, or his/her appointed designee, has authority to terminate this Agreement on behalf of CFS.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement of on the day and year first above written.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

DocuSigned by:
Paul Durham
884CD52FBC634BE...

Paul Durham, Program Manager
Foster Youth Services Coordinating Program

Dated: February 23, 2024

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

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Attachment A

Transportation Plan

Note: This form is to be used when it is determined that the student will remain in their school origin and a transportation plan is needed.

Student Name:_____ Current Grade: _____ Date of Meeting: _____

STEP 1: Meeting Participants

Education Rights Holder(s) ("ERH") ☐ Present? Name: _____

Mandatory Participant

Student ☐ Present? Name: _____

Caregiver(s), if different than ERH ☐ Present? Name: _____

Social Worker ☐ Present? Name: _____

Minor's Attorney/Public Defender ☐ Present? Name: _____

Foster Youth Counselor/Liaison ☐ Present? Name: _____

Academic Counselor ☐ Present? Name: _____

School Administrator ☐ Present? Name: _____

Other ☐ Present? Name: _____

Other ☐ Present? Name: _____

STEP 2: ERH Best Interest Determination

The ERH makes the final decision about whether remaining in the current school or any other School of Origin is in the student's best interest, based on the completion of the chart, all the information available to the team, the Foster Youth Liaison's recommendation, and what the ERH believes would best serve the youth's needs.

Consideration of Impact of Distance on Education

How long is the student willing to spend in transit each day? ____ Minutes

How early is the student willing to leave for school? ____ AM

How late is the student willing to get home from school? ____ PM

ERH Chooses: ☐ to have the youth remain in _____ School of Origin OR

☐ To waive the youth's right to remain in their School of Origin and requests immediate enrollment at: _____ school.

- *If ERH decides to waive the youth's right to School of Origin, a transportation plan is not needed.*

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STEP 3: Foster Youth Liaison Recommendation

The Foster Youth's AB 490 Educational Liaison: ☐ recommends or ☐ does not recommend that the youth remain in their School of Origin for the following reasons: _____

_____

_____

_____

_____.

STEP 4: Identify School Options

Option 1: School student attended before home placement change, or current school if student has not yet moved: _____.

Option 2: School of residence after home placement change: _____.

Option 3: School attended when student first entered foster care/probation system: _____.

Option 4: Any other school(s) attended within the last 15 months where the student has a connection:

_____.

Option 5: Any school(s) to which the student would have matriculated (elementary to middle or middle to high school) from options 1-4 above, using district feeder patterns: _____

_____.

STEP 5: Transportation Plan

Transportation to the School of Origin will be provided by:

☐ Group Home / STRTP.

☐ Child Welfare or Probation Agency in the form of:

☐ Reimbursement to an individual:

Individual's name: _____

Relationship to student: _____

Agency providing reimbursement: _____

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☐ Public transportation to be facilitated by the child welfare or probation agency:

The route identified is: _____

☐ The School of Origin school district in the form of:

☐ Bus or other vehicle

☐ Reimbursement to an individual:

Individual's name: _____

Relationship to student: _____

☐ Public transportation to be facilitated by the school district:

The route identified is: _____

_____

☐ Other (including shared responsibility with nearby district). Describe: _____

_____

_____

_____.

STEP 6: Consent

ERH Signature: _____

Student Signature: _____

School Administrator: _____

Child Welfare: _____

Other: _____ Title: _____

Other: _____ Title: _____

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Attachment B

Insurance Requirements

A. **SBCSS-FYSCP** agrees to and shall comply with the following insurance requirements:

1. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.

2. Waiver of Subrogation Rights – The **SBCSS-FYSCP** shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the **SBCSS-FYSCP** and **SBCSS-FYSCP**'s employees or agents from waiving the right of subrogation prior to a loss or claim. The **SBCSS-FYSCP** hereby waives all rights of subrogation against the County.

3. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

4. Severability of Interests – The **SBCSS-FYSCP** agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the **SBCSS-FYSCP** and the County or between the County and any other insured or additional insured under the policy.

5. Proof of Coverage – The **SBCSS-FYSCP** shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and **SBCSS-FYSCP** shall maintain such insurance from the time **SBCSS-FYSCP** commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the **SBCSS-FYSCP** shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

6. Acceptability of Insurance Carrier – 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 "Best" Insurance Guide rating of "A-VII".

7. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to Risk Management.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the **SBCSS-FYSCP** or County payments to the **SBCSS-FYSCP** will be reduced to pay for County purchased insurance.

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9. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of theCcounty. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

   Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. **SBCSS-FYSCP** agrees to execute any such amendment within thirty (30) days of receipt.

   Any failure, actual or alleged, on the part of the 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 the County.

10. The **SBCSS-FYSCP** agrees to provide insurance set forth in accordance with the requirements herein. If the **SBCSS-FYSCP** uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the **SBCSS-FYSCP** agrees to amend, supplement or endorse the existing coverage to do so.

    Without in anyway affecting the indemnity herein provided and in addition thereto, the **SBCSS-FYSCP** shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

    a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the **SBCSS-FYSCP** and all risks to such persons under this Contract.

       If **SBCSS-FYSCP** has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

       With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

    b. Commercial/General Liability Insurance – The **SBCSS-FYSCP** shall carry General Liability Insurance covering all operations performed by or on behalf of the **SBCSS-FYSCP** providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

       1. Premises operations and mobile equipment.
       2. Products and completed operations.
       3. Broad form property damage (including completed operations).

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4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. $2,000,000 general aggregate limit.

c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the **SBCSS-FYSCP** is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the **SBCSS-FYSCP** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

f. Abuse/Molestation Insurance – The **SBCSS-FYSCP** shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence

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or event with an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved county entities and cover breach response cost as well as regulatory fines and penalties.