

**AGREEMENT**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**ZONA SECA**

**FOR ADMINISTRATIVE AGENCY SERVICES FOR  
CALIFORNIA DEPARTMENT OF HEALTH CARE  
SERVICES DRIVING-UNDER-THE-INFLUENCE  
PROGRAM AND COUNTY PENAL CODE SECTION 1000  
DRUG DIVERSION PROGRAM**

**TABLE OF CONTENTS**

**I. STANDARD TERMS AND CONDITIONS** ..... 3

**II. SIGNATURE PAGE** ..... 14

**III. EXHIBIT A - STATEMENT OF WORK** ..... 15

*EXHIBIT A-1 Driving-Under-the-Influence* ..... 17

*EXHIBIT A-2 Penal Code 1000 (PC 1000)* ..... 20

*ATTACHMENT 1 PC 1000 Drug Diversion Standard, Policies and Procedures* ..... 23

**IV. EXHIBIT B - FINANCIAL PROVISIONS** ..... 31

*EXHIBIT B Fees and Payment* ..... 32

*EXHIBIT B-1 Schedule of Rates* ..... 35

*EXHIBIT B-2 Omitted Intentionally – Not applicable to this Agreement*

*EXHIBIT B-3 Sliding Fee Scale* ..... 37

**V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS** ..... 38

# **STANDARD TERMS** **AND CONDITIONS**

## **AGREEMENT**

### **FOR ADMINISTRATIVE AGENCY SERVICES FOR CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES DRIVING-UNDER-THE-INFLUENCE PROGRAM AND COUNTY PENAL CODE 1000 DRUG DIVERSION PROGRAM**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the **County of Santa Barbara** (hereafter County), a political subdivision of the State of California, and **Zona Seca** (hereafter Provider), a California nonprofit corporation with an address at 26 W. Figueroa Street, Santa Barbara, California 93101.

**WHEREAS**, the California Department of Health Care Services (DHCS) is responsible for licensure of Driving-Under-the-Influence (DUI) programs;

**WHEREAS**, DHCS DUI programs provide alcohol and drug education and counseling services to qualifying alcohol and drug impaired drivers, the programs are self-supporting through fees charged by providers against clients at rates set by DHCS;

**WHEREAS**, the County Department of Behavioral Wellness (Behavioral Wellness), Alcohol and Drug Program is the administrative agency for DHCS DUI programs in the County of Santa Barbara;

**WHEREAS**, as the administrative agency, Behavioral Wellness is responsible for certifying DHCS DUI programs in the county and monitoring DHCS-licensed programs in compliance with applicable regulations, and County is compensated by certified and licensed providers for DHCS DUI program administration agency services at a per-client fee rate;

**WHEREAS**, Behavioral Wellness, with County Board of Supervisors' approval, is responsible for the certification of Penal Code (PC) 1000 drug diversion programs in the county;

**WHEREAS**, PC 1000 programs are pretrial diversion programs, and the programs are self-supporting through fees charged by providers against clients at rates outlined in Exhibit B-1;

**WHEREAS**, Behavioral Wellness also provide administrative agency services to certified PC 1000 programs in the county including administrative monitoring services, and the County is compensated for its services at a per-client fee rate;

**WHEREAS**, Provider has provided program services in the county as a DHCS-licensed DUI program provider and a County-certified PC 1000 program provider since 2006; and

**WHEREAS**, this Agreement sets forth the terms and conditions of Behavioral Wellness' provision of administrative agency services to Provider for its DHCS-licensed DUI program and County-certified PC 1000 program and Provider's duties and obligations related to its DUI and PC 1000 programs.

**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. Frank Banales at phone number (805) 963-8961 is the authorized representative for Provider. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES.**

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

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

To Provider: Frank Banales, Executive Director  
Zona Seca  
26 W. Figueroa Street  
Santa Barbara, CA 93101  
Fax: 805-963-8964

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 AND ACTIVITIES.**

County agrees to provide administrative agency services to Provider for its DHCS-licensed DUI program and its County-certified PC 1000 program and Provider agrees to the duties and obligations related to its DUI and PC 1000 programs in accordance with EXHIBIT A(s) and ATTACHMENT 1 attached hereto and incorporated herein by reference.

**4. TERM.**

The term of this Agreement is from 07/01/2025 through 06/30/2028, unless terminated earlier in accordance with the provisions of this Agreement.

**5. COMPENSATION OF COUNTY.**

In full consideration for County's administrative agency services under this Agreement, Provider shall pay County in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

**6. INDEPENDENT CONTRACTOR.**

It is mutually understood and agreed that Provider (including any and all of its officers, agents, and employees), shall perform all of its activities under this Agreement as an independent Provider 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 Provider shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Provider is performing its activities in accordance with the terms and conditions hereof. Provider 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. Provider shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Provider shall be solely responsible and save County harmless from all matters relating to payment of Provider's employees, including compliance with Social Security withholding and all other regulations governing such matters.

**7. STANDARD OF PERFORMANCE.**

Provider represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Provider shall perform all such activities in the manner and according to the standards observed by a competent practitioner of the same profession in which Provider is engaged. All products of whatsoever nature, which Provider 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 Provider's profession. Provider 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 Provider without additional compensation.

**8. DEBARMENT AND SUSPENSION.**

Provider 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. Provider certifies that it shall not contract with a subcontractor that is so debarred, suspended, excluded, or ineligible.

**9. TAXES.**

Provider 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 Provider's behalf, and should County be required to do so by state, federal, or local taxing agencies, Provider agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST.**

Provider covenants that Provider 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 any of its activities under this Agreement. Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Provider. Provider 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 Provider if County determines it to be immaterial, and such waiver is only effective if provided by County to Provider in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

- A. 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. Provider shall not release any of such items to other parties except after prior written approval of County.

- B.** Unless otherwise specified in EXHIBIT A(s), Provider 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 Provider 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. Provider 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. Provider warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Provider 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 Provider hereunder infringe upon intellectual or other proprietary rights of a third party, and Provider 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.**

Provider shall not use County’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Provider shall not use County’s name or logo in any manner that would give the appearance that the County is endorsing Provider. Provider shall not in any way contract on behalf of or in the name of County. Provider shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning 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 Provider’s use in connection with its activities under this Agreement shall remain County’s property, and Provider shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Provider may use such items only in connection with its activities under this Agreement. Provider shall not disseminate any County property, documents, or information without County’s prior written consent.

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

- A.** Provider shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Provider’s profession and shall maintain such records for at least four (4) years following the expiration or 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 Provider’s regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Provider shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)

- B. Provider shall also comply with the audit provisions set forth in EXHIBIT A-1 Statement of Work: ADP to this Agreement.
- C. Provider shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Provider shall reimburse the amount of the audit exceptions and 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, Provider shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

**15. INDEMNIFICATION AND INSURANCE.**

Provider agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION.**

County hereby notifies Provider 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 Provider agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT.**

Provider understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others performing the same or similar activities as Provider as the County desires.

**18. NON-ASSIGNMENT.**

Provider shall not assign, transfer or subcontract this Agreement or any of its rights or duties 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 Provider, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Provider 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, Provider shall, as directed by County, wind down and cease its activities as quickly and efficiently as reasonably possible, without performing unnecessary activities and by minimizing negative effects on County from such winding down and cessation of activities.
  - 2. **For Cause.** Should Provider 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, Provider shall



immediately discontinue all activities 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 Provider, unless the notice directs otherwise.

**B. Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Provider 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 Provider in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Provider to retain. Notwithstanding any other payment provision of this Agreement, Provider shall pay County for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

**20. SUSPENSION FOR CONVENIENCE.**

The Director of the Department of Behavioral Wellness or designee may, without cause, order Provider in writing to suspend, delay, or interrupt the activities under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**21. 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.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE.**

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

**25. 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.

**26. 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. Notwithstanding any other provision of this Agreement, any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Provider's address for purposes of Notice) or that are authorized by the County of Santa Barbara Board of Supervisors may be approved by the Director of the Department of Behavioral Wellness or designee in writing and shall constitute an amendment or modification of this Agreement upon execution by the Director of the Department of Behavioral Wellness or designee.

**27. 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.

**28. COMPLIANCE WITH LAW.**

Provider shall, at its sole cost and expense, comply with all federal, state, and local statutes; ordinances; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by County, the California Department of Health Care Services (DHCS), or authorized representatives of the state or federal governments 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 Provider in any action or proceeding against Provider, whether County is a party thereto or not, that Provider has violated any such statute, ordinance, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Provider and County.

**29. 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.

**30. 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.

**31. 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, Provider hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which it is obligated, which breach would have a material effect hereon.

**32. 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.

**33. 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.

THIS SECTION LEFT BLANK INTENTIONALLY.  
SIGNATURE PAGE FOLLOWS.

**SIGNATURE PAGE**

Agreement for Administrative Agency Services for California Department of Health Care Services Driving-Under-the Influence Program and County Penal Code Section 1000 Drug Diversion Program between the **County of Santa Barbara** and **Zona Seca**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1, 2025.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_

**PROVIDER:  
ZONA SECA**

By: \_\_\_\_\_  
DocuSigned by:  
*Frank Banales*  
63A23D9DEE664426...  
Authorized Representative  
Name: \_\_\_\_\_  
Frank Banales  
Title: \_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_  
6/12/2025

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Signed by:  
*Bo Bae*  
48A252DEFFD3486...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Signed by:  
*Shawna Jorgensen*  
DF6DB6D7D6344E6...  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
DocuSigned by:  
*Antonette "Toni" Navarro*  
2095C5A10FE1474...  
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_  
DocuSigned by:  
*Samantha Francis*  
57694865FA16407...  
Risk Manager

## **EXHIBITS LIST**

This Agreement includes the following Exhibits:

### **EXHIBIT A – STATEMENT OF WORK**

EXHIBIT A-1          Driving-Under-the-Influence Program

EXHIBIT A-2          Penal Code 1000 Program

ATTACHMENT 1      PC 1000 PROCEDURES

### **EXHIBIT B - FINANCIAL PROVISIONS**

EXHIBIT B            ADP Fees and Payment to County

EXHIBIT B-1         Schedule of Rates

EXHIBIT B-2         *Intentionally Omitted – Not applicable to this Agreement*

EXHIBIT B-3         Sliding Fee Scale

### **EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**

**EXHIBIT A**  
**STATEMENT OF WORK**

---

**EXHIBIT A-1**  
**STATEMENT OF WORK: ADP**  
**DRIVING-UNDER-THE-INFLUENCE PROGRAM**

---

- 1. PERFORMANCE.** County of Santa Barbara, Department of Behavioral Wellness Alcohol and Drug Program (Behavioral Wellness) oversees the administrative portion of Provider's California Department of Health Care Services (DHCS)-licensed Driving-Under-the-Influence (DUI) program (hereafter Program or DUI program). Zona Seca (PROVIDER) shall pay a per-client fee to the Department of Behavioral Wellness Alcohol and Drug Program for providing administrative services to Provider's state-licensed Driving-Under-the-Influence (DUI) Program.

Provider's Program shall provide alcohol and drug education and counseling services to persons following a conviction for driving under the influence in accordance with Health and Safety Code (H.S.C.), division 10.5, chapter 9 (commencing with section 11836) and California Code of Regulations (C.C.R.), title 9, division 4, chapter 3 (commencing with section 9795); and Provider's application for Program licensure approved by County and DHCS, all of which are incorporated by reference herein.

Provider shall provide Program services at the following locations:

- A.** 26 West Figueroa Street, Santa Barbara, CA 93101.

- 2. PROVIDER RESPONSIBILITIES.** Provider shall:

- A.** Maintain and provide DUI program services in compliance with H.S.C., division 10.5, chapter 9 (commencing with section 11836); C.C.R., title 9, division 4, chapter 3 (commencing with section 9795); and Provider's application for Program licensure approved by County and DHCS.

**B. Periodic Review Meetings, Audit.**

1. Provider shall provide Behavioral Wellness and DHCS access to all programmatic and fiscal records, Provider staff, and Provider facilities necessary to conduct county monitoring and State approval activities, including evaluation. Said access shall not conflict with any local, state, or federal confidentiality regulations.

**C. Confidentiality.**

1. **Compliance with Privacy and Data Security Authorities.** Provider shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Subsection (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive client/patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.
2. **Maintain Confidentiality.** Provider agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of client/patient records pursuant to: title 42 United State Code (U.S.C.) section 290 dd-2; title 42 Code of Federal Regulations (C.F.R.), part 2; title 42 C.F.R. section 438.224; 45 C.F.R. section 96.132(e), 45 C.F.R. parts 160, 162, and 164; title 22 C.C.R. section 51009; Welfare & Institutions Code (W&IC) section 5328 et seq. and sections 14100.2 and 14184.102; H.S.C. sections 11812 and 11845.5; Civil Code sections 56–56.37, 1798.80–1798.82, and 1798.85 as applicable. Client/patient records must comply with all applicable state and federal requirements.

3. **No Publication of Client/Patient Lists.** Provider shall ensure that no list of persons receiving Provider's DUI program services is published, disclosed, or used for any purpose except for the direct administration of activities under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

**D. Reports.**

1. **Monthly Report.** On a monthly basis, within 10 calendar days of the end of the month, Provider shall submit an electronic report to County at [adpfinance@sbcbswell.org](mailto:adpfinance@sbcbswell.org) reporting the total number of clients enrolled in the Program and the total amount of client fees collected under the Program, and any other client or Program information required by County or DHCS.
2. **Quarterly Report.** On a quarterly basis, within 10 calendar days of the end of the quarter, Provider shall submit to County a completed copy of the Quarterly Licensing and Participant Enrollment Report for the period specified.
3. **Additional Reports.** In addition to reports required under this Agreement, upon the request of County, Provider shall make additional reports or provide other documentation as required by County and/or DHCS concerning Provider's activities hereunder. County will be specific as to the nature of information requested and allow 30 days for Provider to respond.
4. **Certification.** When submitting any report under this Agreement to County, Provider shall certify to County that Provider has read, understood, and agreed to the following term printed on the report:
  - i. "I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

**E. Notification Requirements.**

1. **Notice to QCM.** Provider shall immediately notify the Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 or by email at [BWELLQCM@sbcbswell.org](mailto:BWELLQCM@sbcbswell.org) in the event of:
  - i. Known serious complaints against licensed/certified staff;
  - ii. Restrictions in practice or license/certification of staff as stipulated by a State agency;
  - iii. Staff privileges restricted at a hospital; or
  - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations).
2. **Notice to Compliance Hotline.** Provider shall immediately contact the Behavioral Wellness Compliance Hotline at 805-884-6855 should any of the following occur:
  - i. Suspected or actual misappropriation of funds under Provider's control;
  - ii. Legal suits initiated specific to Provider's practice;
  - iii. Initiation of criminal investigation of Provider; or
  - iv. Breach of Privacy Laws.
  - v. Provider shall train all personnel in the use of the Behavioral Wellness Compliance Hotline.



- 3. COUNTY RESPONSIBILITIES.** Consistent with section 11837.6 of the Health and Safety Code and section 9801.5 of the California Code of Regulations, County shall:
- A.** Monitor to ensure Provider's compliance with the regulations contained in California Code of Regulations, title 9, division 4, chapter 3 (commencing with section 9795) and the requirements in Health and Safety Code, division 10.5, chapter 9 (commencing with section 11837.6);
  - B.** Review any proposed changes in the approved plan of operation for Provider and forward to DHCS all changes recommended for licensure by the County Board of Supervisors;
  - C.** Monitor to ensure that Provider's approved DUI program does not utilize other funds administered by DHCS for program operations;
  - D.** Notify DHCS when County determines that Provider's DUI program is not in compliance with the regulations contained in CCR title 9, division 4, chapter 3;
  - E.** Monitor to ensure that Provider does not utilize participant fees for purposes other than DUI program activities, with the exception of allowable profit or surplus;
  - F.** Review and recommend approval or denial of requests from Provider for increases in program fees and additional fees; and
  - G.** Assure that Provider's DUI program makes provision for persons who cannot afford to pay program participation fees in accordance with Exhibit B-3, Sliding Fee Scale.

THIS SECTION LEFT BLANK INTENTIONALLY.

---

**EXHIBIT A-2**  
**STATEMENT OF WORK: ADP**  
**PENAL CODE 1000 PROGRAM**

---

- 1. PROGRAM SUMMARY.** County of Santa Barbara, Department of Behavioral Wellness Alcohol and Drug Program (Behavioral Wellness) oversees the administrative portion of Provider's County-certified Penal Code (PC) 1000 program (hereafter Program or PC 1000 program).

Provider's Program shall provide treatment services to persons enrolled in the PC 1000 Program in accordance with Penal Code, title 6, chapter 2.5 (commencing with section 1000); Penal Code, title 8, chapter 1.5 (commencing with section 1211); County Drug Diversion Standards Procedures (Attachment 1), all of which are incorporated by reference herein.

Provider shall provide Program services at the following location:

- A. 26 West Figueroa Street, Santa Barbara, CA 93101.

- 2. PROVIDER RESPONSIBILITIES. Provider shall:**

A. Pay administrative fees to the County, in accordance with the terms of Exhibit B and the Schedule of Fees in Exhibit B-1.

B. Expect clients to maintain an alcohol and drug-free lifestyle while in treatment.

C. Provide the County Alcohol and Drug Program Administrator and the Department of Behavioral Wellness access to all programmatic and fiscal records necessary to conduct county monitoring and State approval activities, including evaluation. Said access shall not conflict with any local, state, or federal confidentiality regulations.

D. Administer the Addiction Severity Index (ASI) or equivalent biopsychosocial assessment to clients in treatment.

E. Abide by the provisions set forth in the PC Section 1000 and 1211. and the County Drug Diversion Standards Procedures (Attachment 1).

F. Provide drug testing services for each client in treatment in accordance with agency drug testing policies and procedures.

**G. Confidentiality.**

1. **Compliance with Privacy and Data Security Authorities.** Provider shall, at its sole cost and expense, comply with all applicable federal, state, and local healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in this Subsection (Confidentiality) now in force or which may hereafter be in force and shall develop and maintain comprehensive client/patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.

2. **Maintain Confidentiality.** Provider agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of client/patient records pursuant to: title 42 United State Code (U.S.C.) section 290 dd-2; title 42 Code of Federal Regulations (C.F.R.), part 2; title 42 C.F.R. section 438.224; 45 C.F.R. section 96.132(e), 45 C.F.R. parts 160, 162, and 164; title 22 C.C.R. section 51009; Welfare & Institutions Code (W&IC) section 5328 et seq. and sections 14100.2 and 14184.102; H.S.C. sections 11812 and 11845.5; Civil Code sections 56–56.37, 1798.80–1798.82, and 1798.85 as

applicable. Client/patient records must comply with all applicable state and federal requirements.

#### **H. Reports.**

1. **Monthly Report.** On a monthly basis, within 10 calendar days of the end of the month, Provider shall submit an electronic report to County at [adpfinance@sbcbswell.org](mailto:adpfinance@sbcbswell.org) reporting the total number of clients enrolled in the Program and the total amount of client fees collected under the Program, and any other client or Program information required by County or the Department of Behavioral Wellness.
2. **Quarterly Report.** On a quarterly basis, within 10 calendar days of the end of the quarter, Provider shall submit to County a completed copy of the Quarterly Licensing and Participant Enrollment Report for the period specified.
3. **Additional Reports.** In addition to reports required under this Agreement, upon the request of County, Provider shall make additional reports or provide other documentation as required by County and/or the Department of Behavioral Wellness concerning Provider's activities hereunder. County will be specific as to the nature of information requested and allow 30 days for Provider to respond.
4. **Certification.** When submitting any report under this Agreement to County, Provider shall certify to County that Provider has read, understood, and agreed to the following term printed on the report:
  - i. "I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

#### **I. Notification Requirements.**

1. **Notice to QCM.** Provider shall immediately notify the Behavioral Wellness Quality Care Management ("QCM") Division at 805-681-5113 or by email at [BWELLQCM@sbcbswell.org](mailto:BWELLQCM@sbcbswell.org) in the event of:
  - i. Known serious complaints against licensed/certified staff;
  - ii. Restrictions in practice or license/certification of staff as stipulated by a State agency;
  - iii. Staff privileges restricted at a hospital; or
  - iv. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations).
2. **Notice to Compliance Hotline.** Provider shall immediately contact the Behavioral Wellness Compliance Hotline at 805-884-6855 should any of the following occur:
  - i. Suspected or actual misappropriation of funds under Provider's control;
  - ii. Legal suits initiated specific to Provider's practice;
  - iii. Initiation of criminal investigation of Provider; or
  - iv. Breach of Privacy Laws.
  - v. Provider shall train all personnel in the use of the Behavioral Wellness Compliance Hotline.

3. Provider may contact [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org) for any contractual concerns or issues.
3. **FEES.** Provider shall assess client fees approved by Director of the Department of Behavioral Wellness or designee, as set forth in Exhibit B and B-1, PC1000 Program Participant Fee Schedule.
4. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Provider's staff regarding quality of clinical services, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Provider's client charting, program practices, and service delivery.

THIS SECTION LEFT BLANK INTENTIONALLY.

---

**ATTACHMENT 1 ADP  
PC 1000 PROCEDURES**

---

**SANTA BARBARA COUNTY  
DEPARTMENT OF BEHAVIORAL WELLNESS  
DRUG DIVERSION STANDARDS PROCEDURES****General Statement**

In accordance with § 1211 of the Penal Code, the Santa Barbara County Department of Behavioral Wellness, in consultation with representatives of the courts is responsible for establishment of fees, minimum requirements, and criteria for the successful completion of drug diversion programs. These programs were approved by the County Board of Supervisors in January 1995. In accordance with this legal requirement, the Santa Barbara County Department of Behavioral Wellness instituted the following policies and procedures as related to drug diversion requirements. The period during which deferred entry of judgment is granted is for no less than 18 months and no longer than three years.

**Application for Certification**

Any organization which is interested in becoming a provider for drug diversion clients, as mandated by P.C. 1000, may contact the County Alcohol and Drug Program (ADP) to determine the County's interest in certifying additional PC1000 treatment programs. Should the County indicate its interest in soliciting new providers, an applicant must submit a written application to the County ADP program Administrator. Such application must contain the agency's certification requirements and policies and procedures for drug diversion in particular.

Determination of certification requirements is the responsibility of the County ADP, or designee, as outlined in Penal Code 1000 – 1211. These requirements may include developing criteria which establishes program fees, additional program requirements, and the need for additional providers.

Upon reception of this application, the County ADP Administrator or designee shall review its content and determine whether the prospective agency is eligible for certification to provide drug diversion. This decision may be based on the following criteria: increased population in the County or specific regions, an increase or decrease in PC1000 referrals, the voluntary or involuntary de-certification of an existing program or programs, an identified demographic segment of the county is not and will not be served by existing PC1000 programs in the County, or other related criteria.

If it is determined that the prospective agency is, in fact, able to provide an effective treatment program for diverted clients, the County ADP will recommend such agency to the County Board of Supervisors for certification. Following approval by the Board of Supervisors, the Administrator will certify such an agency.

**Certification and Revocation Procedures**

Periodic management and program reviews of drug diversion program services may indicate the need to alter the program in some manner. In such instances, the County ADP Administrator, or designee, may initiate a request for proposal process, which could reopen the bid for certified drug diversion programs. At any time during this period, revocation of certification is possible if a provider is found to be out of compliance with these standards during monitoring reviews, and unable to and/or unwilling to make all required corrections. Once certification is revoked, an open application may be initiated to certify another provider. Any program complaint will prompt the County to conduct a monitoring visit to validate the complaints. In the event of a dispute between the County ADP Administration and a provider over the execution of the terms of these standards and/or quality of client services rendered, the provider may file a written protest with the County

Department of Behavioral Wellness Administrator. The County ADP Administrator, or designee, shall respond to the provider within thirty (30) working days. The decision by the County ADP is final.

Any revision of the standards contained herein shall be addressed in Certified Drug Diversion Program Policy Letters by the County ADP Administrator, or designee. The above-defined rules and regulations for drug diversion clients are in effect from the time they were approved by the County Board of Supervisors – or as amended by law. All questions regarding these policies and procedures are to be directed to the County ADP Administrator.

### **PC 1000 Procedures**

1. Upon admission of diverted clients into the program, the provider is required to open a case file for each client. This file is to include the following documentation:
  - a. Consent for participation;
  - b. Consent for release of information;
  - c. Client rights form;
  - d. HIPAA Notice of Privacy form;
  - e. Financial statement (insurance, self-paid);
  - f. Initial assessment summary. This summary is to include the following information:
    - i. Current health status;
    - ii. Education;
    - iii. Vocational (profession, job, other skills, etc.);
    - iv. Legal history;
    - v. Alcohol and Drug use history; primary drug of abuse and previous treatment episodes; and
    - vi. Family substance abuse history.
  - g. Progress notes that document services provided; and
  - h. Aftercare/Recovery Plan with referral to ancillary services as needed.
2. A minimum of twenty (20) hours of psycho educational services for each diverted client must be provided. The type of treatment included within these twenty (20) hours is as follows:
  - a. A minimum of 20 hours of either effective education or counseling or any combination of both for each diveree. The education and counseling program shall include education about how the use of controlled substances affects the body and brain, factors that contribute to physical dependence, how to recognize and respond to the signs of drug overdose, and the dangers of using controlled substances unless under appropriate medical supervision.
  - b. This education shall be culturally and linguistically appropriate and may include, but is not limited to, informing program participants about the physical and mental health risks associated with substance use disorders, the grave health risk to those who are exposed to controlled substances and the extreme danger to human life when controlled substances are manufactured and distributed.
  - c. These 20 hours must include:

- i. 1 hour individual intake and initial assessment, and
      - ii. One individual exit conference which shall reflect the divertee's progress during their participation in the program.
    - d. Remaining services may be provided in individual or group setting.
3. For the purpose of evaluating each client's progress, each certified agency shall provide random and observed urine testing; a minimum number of two (2) urine tests will be given throughout the program. Providers shall follow their agency Drug Testing Policy and Procedures guidelines. 4. The certified diversion provider shall be under the administrative regulation of the County ADP Administrator or designee. Annual site visits, for the purpose of monitoring and evaluation of certified drug diversion providers, will be conducted by ADP. Each program will receive a report to determine compliance or noncompliance with the standards and any necessary corrective action. A random sampling of the client records will be reviewed to evaluate the quality of service delivery, compliance with standards and to ensure that guidelines are followed and that documentation is sufficient. Review may result in the program monitor attending one or more education groups to further evaluate the quality of services. Client satisfaction surveys conducted by the provider will also be reviewed by the monitor.
4. The fee and payment schedule for these services shall be determined according to a client's ability to pay. The program fee(s) shall not exceed that approved by ADP. An administrative fee shall be established and paid to the County Department of Behavioral Wellness for administering and monitoring of a certified PC1000 program on a monthly basis for all new enrollees.

Each agency/program shall implement a written income assessment and fee determination procedure and apply this procedure to any client indicating an inability to pay. Agency can provide an extended payment plan not to exceed eighteen (18) months for clients unable to pay the full fee by the time of their completion of treatment.

The procedures shall include:

- a. A written policy statement;
  - b. Frequency of Income determination;
  - c. Income assessment tool; and
  - d. Indigence confirmation.
5. If the prospective client fails to participate in the program as expected and required, or if urinalysis results or other clinical signs indicate continuing drug and/or alcohol use; such client shall be remanded to the court and discharged from the program, for violation with a written noncompliance report. Prior to termination of services, written notification will be furnished to the individual indicating the reasons for dismissal from the program. This notification will allow for an adequate time frame of seven (7) working days for a response from the individual which may result in reconsideration.

#### **Reinstatement Procedures**

6. In instances where the Court has re-referred a defendant after failure to complete or satisfactorily participate in the drug diversion program, the divertee will be required to complete the entire program and pay the full fee; including any fee unpaid from the first enrollment. Any unused portion of the fee paid for the first enrollment will be applied to the fee for the second enrollment, after subtraction of an administrative/reinstatement fee.

Written reports to the court are to be submitted, as ordered by the court, for enrollment, completion, and non-compliance of the client including the result of urinalysis. Copies of these reports shall be kept in the client file for review by ADP.

### **Successful Discharge Procedures**

7. Successful completion of the program is defined as meeting all program requirements per section 2 of this Policy (20 hours drug and alcohol education/counseling services, drug testing resulting in negative analysis, and payment of all fees to the program). It is expected that a client will complete the PC1000 program within 3-4 months of enrollment.
8. All clinical files of drug diversion clients must strictly adhere to the confidentiality requirements of the Federal Regulations 42 C.F.R. Part Two and HIPAA. Each certified provider must secure immediately, upon admission of the client into the program, the written consent for release of information for the Courts and Behavioral Wellness.
9. Each program will be required to, provide a monthly summary administrative fee report to Behavioral Wellness. This report is due ten (10) days after the end of each month along with the fees.

### **Staff Qualification**

10. Staff providing diversion services shall have a written job description and resume which indicates a combination of education and experience necessary to provide quality services and shall meet standards established by regulations of the Department of Health Care Services Certification for Alcohol and Other Drug Programs. A written Alcohol and Drug Certification or Licensure Code of Conduct for staff providing diversion services shall be signed and placed in their personnel records.



**EXHIBIT B**  
**FINANCIAL PROVISIONS**

---

**EXHIBIT B ADP**  
**FEES AND PAYMENT TO COUNTY**

---

**1. FEE COLLECTION.**

**A. Driving-Under-the-Influence Program.**

1. Provider shall charge client fees for its Driving-Under-the-Influence (DUI) program in accordance with Health and Safety Code (H.S.C.), division 10.5, chapter 9 (commencing with section 11836), including H.S.C. section 11837.4, subdivision (b)(2), and California Code of Regulations (C.C.R.), title 9, division 4, chapter 3 (commencing with section 9795), as set forth in Exhibit B-1, Schedule of Rates DUI Program.
2. Provider may charge additional client fees for any returned check, transfers, reinstatement, and no shows as approved by County and/or DHCS, as set forth in Exhibit B-1, Schedule of Rates DUI Program.
3. Provider's DUI program profit or surplus shall not exceed 10% of the gross revenue from client fees annually per title 9 C.C.R. section 9878.
4. Provider agrees that its DUI program services will be self-supporting through client fees and County is under no obligation to pay Provider any fee or charge relating to the provision of DUI program services to clients.

**B. PC 1000/Drug Diversion.**

1. Provider shall charge client fees for its PC 1000/Drug Diversion program in accordance with Penal Code, title 6, chapter 2.5 (commencing with section 1000); Penal Code, title 8, chapter 1.5 (commencing with section 1211); County Drug Diversion Standards Procedures (Attachment 1); and Provider's application for Program certification approved by County, as set forth in Exhibit B-1, Schedule of Rates DUI and PC 1000 Program.
2. Provider will assess a \$1,000 fee to each client unless the client is eligible for a lower fee as described below. Provider shall pay County an administrative fee of \$50.00 per client enrolled.
3. County shall provide all services as described in the California Penal Code Section 1211, including but not limited to: administering certification program procedures; assuring compliance with Drug Diversion standards, policies and procedures; providing technical assistance; and monitoring the program services annually.
4. In providing PC 1000/Drug Diversion treatment services as described in Exhibit A-2, Provider agrees to assess client fees as set forth in this Exhibit B, in accordance with Penal Code Sections 1211 and 1001.16 and CA Senate Bill No. 46.<sup>1</sup>
5. Fee collection shall be based on Provider's determination of client's ability to pay in accordance with the Sliding Fee Schedule (Exhibit B-3). PC 1000/Drug Diversion fees shall not exceed the actual cost of services provided.
6. Provider may charge additional client fees for any returned check, transfers, reinstatement, and no shows as approved by the State Alcohol and Drug Program and/or County, as set forth in Exhibit B-1, Schedule of Rates DUI and PC1000 Program.

---

<sup>1</sup> [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202320240SB46](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB46)

## 2. PAYMENT TO COUNTY.

- A. For Behavioral Wellness' administrative agency services to be rendered under this Agreement, Provider shall pay County \$30.00 per client enrolled in Provider's DUI program and \$50.00 per client that is newly enrolled in Provider's PC1000 program.
- B. Provider shall pay the appropriate fees due to County by the 30<sup>th</sup> day of the month following the month of service for DUI and PC1000 program services, subject to Section 3 (Corrective Reporting Activities and Payments to County), below.

## 3. CORRECTIVE REPORTING ACTIVITIES AND PAYMENTS TO COUNTY.

- A. To verify that the per-client fees paid to County are within the scope of this Agreement, County will evaluate the electronic monthly reports Provider submits to County under Section 2, Subsection I (Reports) of Exhibit A-1.
- B. If County identifies an error or omission on any report submitted by Provider to County, County will return the report to Provider for correction.
- C. If Provider identifies an error or omission on a current monthly report submitted by Provider to County and/or a monthly report previously submitted, Provider shall immediately notify County of the error or omission and make corrections to the report(s).
- D. Any report requiring correction by Provider shall be due to County within 10 days of discovering any such items requiring correction, and any related underpayment of the per-client fee by Provider shall be due to County by direct payment within 10 days. Notwithstanding the foregoing, County, in its sole discretion, may consider and include any underpayment of the per-client fee by Provider to County in Provider's year-end cost report.
- E. Failure on behalf of County to discover or object to any unsatisfactory work, reporting, or payment will not constitute a waiver of County's right to require Provider to correct such work, reporting, or payment, or seek any other legal remedy.

## 4. NON-DMC COST REPORTS.

- A. **Submission of Cost Report.** Within forty-five (45) days after the close of each Fiscal Year covered by this Agreement, Provider shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Provider in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Provider shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Provider shall be reported with its annual Cost Report, and shall be used to offset gross cost. Provider shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.
- B. **Penalties.** In addition, failure of Provider to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section 4.A (Submission of Cost Report) above or the expiration or termination date of this Agreement shall result in:
  - i. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed

separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) day after the deadline or the expiration or termination date of this Agreement. Provider shall add the Late Penalty to the next month's payment to the County.

- ii. In the event that Provider does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in section 4.A (Submission of Cost Report) or the expiration or termination date of this Agreement, then County shall terminate any current contracts entered into with Provider for Programs covered by the outstanding Annual Cost Reports.

THIS SECTION LEFT BLANK INTENTIONALLY.

**EXHIBIT B-1  
SCHEDULE OF RATES  
DUI and PC1000 PROGRAMS**

**Agency:** Zona Seca

**Fiscal Year:** 2025-2028

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
<b>Driving Under the Influence (DUI) Program</b>	\$800,000	\$20,000
<b>PC 1000 / Drug Diversion Program</b> * Clients will be billed \$15.00 for a positive confirmation test.	*\$13,000	\$1,000
<b>Total Projected Annual Revenue Fees:</b>		<b>\$21,000</b>
<b>Total Projection Revenue for FY 25-28:</b>		<b>\$63,000</b>

Annual Revenue is based on the number of individuals participating in the program at the approved rates listed below and in accordance with the sliding fee scale (Exhibit B-3):

<b>DUI Program Participant Fee Schedule</b>	
Wet & Reckless Program / 18-20 Year Old Program	\$407
3-Month Program	\$977
6-Month Program	\$1,255
9-Month Program	\$2,136
<b>Other Fees</b>	
Duplicate Completion Certificate	\$12
Alcohol/Drug Screening (positive results)	\$30
Leave of Absence	\$40
Missed Activity	\$20
Reschedule	\$20
Reinstatement	\$25
Transfer Out	\$65
Return Check	\$25
<b>PC 1000 Participant Fee Schedule</b>	
PC 1000 Program Service Fee	\$1,000
<b>Other Fees</b>	
Return Check	\$25
Transfer-Out	\$45
Reinstatement	\$40
Missed Activity	\$15
Drug Test	Included

## **EXHIBIT B-2**

**NOT APPLICABLE TO THIS AGREEMENT**

**EXHIBIT B-3 ADP  
SLIDING FEE SCALE**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE \*  
2025-2026**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	15,650	21,150	26,650	32,150	37,650	43,150	48,650	54,150
<b>10</b>	19,970	25,470	30,970	36,470	41,970	47,470	52,970	58,470
<b>15</b>	24,290	29,790	35,290	40,790	46,290	51,790	57,290	62,790
<b>20</b>	28,610	34,110	39,610	45,110	50,610	56,110	61,610	67,110
<b>25</b>	32,930	38,430	43,930	49,430	54,930	60,430	65,930	71,430
<b>30</b>	37,250	42,750	48,250	53,750	59,250	64,750	70,250	75,750
<b>35</b>	41,570	47,070	52,570	58,070	63,570	69,070	74,570	80,070
<b>40</b>	45,890	51,390	56,890	62,390	67,890	73,390	78,890	84,390
<b>45</b>	50,210	55,710	61,210	66,710	72,210	77,710	83,210	88,710
<b>50</b>	54,530	60,030	65,530	71,030	76,530	82,030	87,530	93,030
<b>55</b>	58,850	64,350	69,850	75,350	80,850	86,350	91,850	97,350
<b>60</b>	63,170	68,670	74,170	79,670	85,170	90,670	96,170	101,670
<b>65</b>	67,490	72,990	78,490	83,990	89,490	94,990	100,490	105,990
<b>70</b>	71,810	77,310	82,810	88,310	93,810	99,310	104,810	110,310
<b>75</b>	76,130	81,630	87,130	92,630	98,130	103,630	109,130	114,630
<b>80</b>	80,450	85,950	91,450	96,950	102,450	107,950	113,450	118,950
<b>85</b>	84,770	90,270	95,770	101,270	106,770	112,270	117,770	123,270
<b>90</b>	89,090	94,590	100,090	105,590	111,090	116,590	122,090	127,590

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	1,304	1,763	2,221	2,679	3,138	3,596	4,054	4,513
<b>10</b>	1,664	2,123	2,581	3,039	3,498	3,956	4,414	4,873
<b>15</b>	2,024	2,483	2,941	3,399	3,858	4,316	4,774	5,233
<b>20</b>	2,384	2,843	3,301	3,759	4,218	4,676	5,134	5,593
<b>25</b>	2,744	3,203	3,661	4,119	4,578	5,036	5,494	5,953
<b>30</b>	3,104	3,563	4,021	4,479	4,938	5,396	5,854	6,313
<b>35</b>	3,464	3,923	4,381	4,839	5,298	5,756	6,214	6,673
<b>40</b>	3,824	4,283	4,741	5,199	5,658	6,116	6,574	7,033
<b>45</b>	4,184	4,643	5,101	5,559	6,018	6,476	6,934	7,393
<b>50</b>	4,544	5,003	5,461	5,919	6,378	6,836	7,294	7,753
<b>55</b>	4,904	5,363	5,821	6,279	6,738	7,196	7,654	8,113
<b>60</b>	5,264	5,723	6,181	6,639	7,098	7,556	8,014	8,473
<b>65</b>	5,624	6,083	6,541	6,999	7,458	7,916	8,374	8,833
<b>70</b>	5,984	6,443	6,901	7,359	7,818	8,276	8,734	9,193
<b>75</b>	6,344	6,803	7,261	7,719	8,178	8,636	9,094	9,553
<b>80</b>	6,704	7,163	7,621	8,079	8,538	8,996	9,454	9,913
<b>85</b>	7,064	7,523	7,981	8,439	8,898	9,356	9,814	10,273
<b>90</b>	7,424	7,883	8,341	8,799	9,258	9,716	10,174	10,633

\*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

\*\*For families/household with more than 8 persons, add \$5,140 for each additional person.

**EXHIBIT C**  
**STANDARD**  
**INDEMNIFICATION**  
**AND**  
**INSURANCE PROVISIONS**



---

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For Professional Contracts 03.02.2022)**

---

**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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

#### B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.