

AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

CENTRAL COAST HEADWAY, INC.

FOR

**ADMINISTRATIVE AGENCY SERVICES FOR
CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES DRIVING-UNDER-THE-INFLUENCE
PROGRAM**

TABLE OF CONTENTS

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

II. SIGNATURE PAGE.....11

III. EXHIBIT A - STATEMENT OF WORK13
EXHIBIT A-1 Driving-Under-the-Influence Program..... 14

IV. EXHIBIT B - FINANCIAL PROVISIONS.....17
EXHIBIT B Fees and Payment to County.....18
EXHIBIT B-1 Schedule of Rates20
EXHIBIT B-2 Intentionally Omitted – Not applicable to this Agreement
EXHIBIT B-3 Sliding Fee Scale.....22

V. EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS.....23

STANDARD TERMS **AND CONDITIONS**

AGREEMENT

FOR ADMINISTRATIVE AGENCY SERVICES FOR CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES DRIVING-UNDER-THE-INFLUENCE 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 **Central Coast Headway, Inc.** (hereafter Provider), a California nonprofit corporation with an address at 318 W. Carmen Lane, Santa Maria, California 93458.

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, and 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 (ADP) 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;

WHEREAS, County is compensated by certified and licensed providers for DHCS DUI program administration agency services at a per-client fee rate set by DHCS;

WHEREAS, Provider has provided program services in the county as a certified and licensed DHCS DUI 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 DUI program and Provider's duties and obligations related to its DUI program.

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. Clemencia Figueroa at phone number (805) 922-2106 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: Clemencia Figueroa, Executive Director
Central Coast Headway, Inc.
318 W. Carmen Lane
Santa Maria, CA 93458
Fax: 805-922-2751

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 Driving-Under-the-Influence (DUI) program and Provider agrees to the duties and obligations related to its DUI program in accordance with EXHIBIT A(s) 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 contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which 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 activities 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 the California Department of Health Care Services (DHCS) 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.

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SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

Agreement for Administrative Agency Services for California Department of Health Care Services Programs for Alcohol and Drug Impaired Drivers between the **County of Santa Barbara** and **Central Coast Headway, Inc.**

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:

7-1-25

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

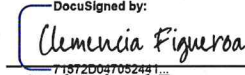
Date:

7-1-25

PROVIDER:

CENTRAL COAST HEADWAY, INC.

By:

DocuSigned by:

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Authorized Representative

Name:

Clemencia Figueroa

Title:

Executive Director

Date:

6/18/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

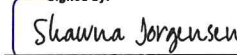
Signed by:

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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

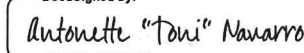
By:

Signed by:

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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

DocuSigned by:

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Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

Signed by:

03F553F00269406...
Risk Manager

EXHIBITS LIST

This Agreement includes the following Exhibits:

EXHIBIT A – STATEMENT OF WORK

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

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. PROGRAM SUMMARY.** 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). Central Coast Headway, Inc. (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. 318 West Carmen Lane, Santa Maria, California 93454,
 - B. 115 East College #16, Lompoc, California 93436.
- 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 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 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 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.

2. PAYMENT TO COUNTY.

- A. For Behavioral Wellness' administrative agency services to be rendered under this Agreement, Provider shall pay County a per-client fee of \$30.00 per client enrolled in Provider's DUI program.
- B. Provider shall pay the appropriate fees due to County by the 30th day of the month following the month of service for DUI 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 D (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 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 the Director of the Department of Behavioral Wellness 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 forth in Section 4.A (Submission of Cost Report), above or the expiration or termination date of this Agreement shall result in:
1. 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 (46th) 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 County.
 2. In the event that Provider does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set forth in Section 4.A (Submission of Cost Report), above or the expiration or termination date of this Agreement, 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 PROGRAM

Agency: Central Coast Headway

Fiscal Year: 2025-2028

| TYPE OF SERVICE | Projected Client Fees Collected | Projected Annual Fees Paid to County |
|---|---------------------------------|--------------------------------------|
| Driving Under the Influence (DUI) Program - Santa Maria | \$1,350,000 | \$29,000 |
| Driving Under the Influence (DUI) Program - Lompoc | \$350,000 | \$8,000 |
| Total Projected Annual Revenue Fees: | | \$37,000 |
| Total Projected Revenue for FY 25-28: | | \$111,000 |

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):

| DUI Program Participant Fee Schedule | |
|---|---------|
| Wet & Reckless Program / 18-20 Year Old Program | \$388 |
| 3-Month Program | \$868 |
| 6-Month Program | \$1,360 |
| 9-Month Program | \$1,798 |
| 18-Month Program (Multiple Offender) | \$2,320 |
| Other Fees | |
| Return Check | \$36 |
| Transfer Out | \$75 |
| Reinstatement | \$45 |
| Missed Activity | \$25 |
| Leave of Absence | \$20 |

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

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

MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

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