

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Central Coast Headway** with an address at 318 Carmen Lane, Santa Maria, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Clemencia Figueroa at phone number (805) 922-2106 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

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

To Contractor: Clemencia Figueroa, Executive Director
Central Coast Headway
318 Carmen Lane
Santa Maria, CA 93454
Phone: (805) 922-2106
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.

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3. SCOPE OF SERVICES

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

4. TERM

Contractor shall commence performance on 7/1/2016 and end performance upon completion, but no later than 6/30/2019 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION TO COUNTY

Contractor shall pay County under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Contractor shall electronically report services to County on a monthly basis. Unless otherwise specified in Exhibit B, Contractor shall pay County within thirty (30) days following the month of service.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

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9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions.

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Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of

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whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 2. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

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- B. **Upon termination**, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

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26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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33. COMPLIANCE WITH HIPAA

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. PRIOR AGREEMENTS.

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

36. MANDATORY DISCLOSURE.

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

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THIS AGREEMENT INCLUDES:

1. EXHIBIT A ADP – Statement of Work
2. EXHIBIT B ADP
 - i. EXHIBIT B – Fees and Payment to County
 - ii. EXHIBIT B-1 – Schedule of Rates
 - iii. EXHIBIT B-2 – Sliding Fee Scale
3. EXHIBIT C – Indemnification and Insurance Requirements (For Professional Contracts)

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Central Coast Headway**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2016 executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

CENTRAL COAST HEADWAY

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A - ADP

STATEMENT OF WORK DRIVING UNDER THE INFLUENCE REVENUE AGREEMENT

1. **PERFORMANCE.** Central Coast Headway (CONTRACTOR) shall pay a per-client fee to the Department of Behavioral Wellness Alcohol Drug Program for providing administrative services to Contractor's state-licensed Driving-Under-the-Influence (DUI) Program. Contractor's Program shall provide alcohol and drug education and counseling program to persons following a conviction for driving under the influence, in accordance with Health and Safety Code (HSC) Division 10.5, Part 2, Chapter 9, and Title 9, California Code (CCR) Division 4, Chapter 3 requirements.

Santa Barbara County Department of Behavioral Wellness (County) Alcohol and Drug Program oversees the administrative portion of Contractor's state-licensed DUI program. Contractor's payments to the County for administration and monitoring of Contractor's DUI program, according to this Agreement, shall not exceed 5% of the gross program revenue in any given year.

2. **SERVICES.** CONTRACTOR 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. Maintain and provide DUI Program services in compliance with Contractor's application for Program licensure approved by the County and the Department of Health Care Services (DHCS), and in compliance with Health and Safety Code (HSC) Division 10.5, Part 2, Chapter 9 and state regulations found at Title 9 CCR, Division 4, Chapter 3, available online at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IF7F6BC10D45311DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IF7F6BC10D45311DEB97CF67CD0B99467&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)).

- C. Provide services at:

- i. 318 West Carmen Lane, Santa Maria, CA 93454

- ii. 115 East College #16, Lompoc, CA 93436

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

- E. 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.

3. **FEES.** Contractor shall assess client fees approved by DHCS, in accordance with HSC Section 11837.4(b)(2) and Title 9 CCR Division 4, Chapter 3, as set forth in Exhibit B-1, DUI Program Participant Fee Schedule.

EXHIBIT A - ADP

STATEMENT OF WORK DRIVING UNDER THE INFLUENCE REVENUE AGREEMENT

4. REPORTS.

- A. On a monthly basis, within 10 calendar days of the end of the month in which services are delivered, Contractor shall submit an electronic report to County (adpfinance@co.santa-barbara.ca.us) and shall include the total number of clients enrolled in each program and the total amount of client fees collected by program. Contractor's monthly report shall be accompanied by all client and service provision information required by County and the State Alcohol and Drug Program.
- B. For DUI program services, on a quarterly basis, within 10 calendar days of the end of the quarter in which services are delivered, Contractor shall submit to County a copy of the Quarterly Licensing and Participant Enrollment Report for the period specified.
- C. Submission of Contractor's reports (electronic or otherwise) to County certifies that Contractor has read, understands and agrees to the following terms 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."

- 5. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, in accordance with Title 9 CCR Section 9801.5. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's client charting and submit the findings to DHCS.

6. NOTIFICATION REQUIREMENTS

- A. Contractor shall immediately notify Behavioral Wellness Quality Care Management (QCM) at 805-681-5113 in the event of:
 - i. Known serious complaints against licensed/certified staff;
 - ii. Restrictions in practice or license/certification as stipulated by a State agency;
 - iii. Other action instituted which affects staff's license/certification or practice (for example, sexual harassment accusations); or
 - iv. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report.
- B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - i. Suspected or actual misappropriation of funds under Contractor's control

EXHIBIT A - ADP

STATEMENT OF WORK DRIVING UNDER THE INFLUENCE REVENUE AGREEMENT

- ii. Legal suits initiated specific to the Contractor's practice;
 - iii. Initiation of criminal investigation of the Contractor; or
 - iv. HIPAA breach.
- C. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur: side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- D. Contractor may contact admhscontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
7. **COUNTY RESPONSIBILITIES.** Consistent with Section 11837.6 of the Health and Safety Code and Title 9 CCR Section 9801.5, the County shall:
- A. Monitor to ensure Contractor's compliance with the regulations contained in Health and Safety Code Division 10.5, Chapter 9 (commencing with Section 11836), and Title 9 CCR Division 4, Chapter 3.
 - B. Review any proposed changes in the approved plan of operation and forward to DHCS all new applications or changes recommended for licensure by the Board of Supervisors.
 - C. Monitor to ensure that Contractor's approved DUI programs does not utilize other funds administered by DHCS for program operations.
 - D. Notify DHCS when the County determines that Contractor's DUI program is not in compliance with the regulations contained in Title 9, Division 4, Chapter 3.
 - E. Monitor to ensure that Contractor 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 Contractor's existing DUI programs for increases in program fees and additional fees.
 - G. Assure that Contractor's DUI program makes provision for persons who cannot afford to pay program participation fees, in accordance with Exhibit B-2, Sliding Fee Scale.

EXHIBIT B ADP

FEES AND PAYMENT TO COUNTY

1. FEE COLLECTION.

- A. Contractor shall charge the appropriate approved fees as described in Exhibit B-1. Contractor shall pay County an administrative fee of \$30.00 per client enrolled.
- i. In consideration of the \$30.00 charge paid from Contractor to County for DUI Program administrative services, County shall provide technical support for Contractor's staff and monitor program services at least once every six (6) months.
 - ii. In providing DUI treatment services to clients, Contractor agrees to assess client fees in accordance with Title 9 CCR, Division 4 Chapter 3, as set forth in Exhibit B-1 (DUI Program Participant Fee Schedule).
 - iii. Fee collection shall follow State guidelines. Program profit or surplus shall not exceed ten percent (10%) of gross revenue from fees annually, per Title 9, CCR Section 9878.
- B. Additional fees may be charged to client by Contractor for any returned check, transfers, reinstatement, and no shows, as approved by DHCS and/or County, as described in Exhibit B-1.

2. **PAYMENT TO COUNTY.** On a monthly basis, by the thirtieth (30th) of the month following the month of service, Contractor shall pay the appropriate fees due to County, as detailed in Exhibit B, Section 3, Payment Processing.

Contractor agrees that the program services operating under this Agreement will be self-supporting through client fees as set forth in Exhibit B-1. County is under no obligation to pay Contractor any fee or charges in relation to this service agreement.

3. PAYMENT PROCESSING.

- A. County will evaluate the electronic monthly report Contractor submits to determine if the fees paid to County are within the scope of Exhibit A, Exhibit B, and Exhibit B-1.
- B. Any monthly report and/or reports submitted by Contractor to County that have errors or omissions will be immediately returned to Contractor for correction.
- C. In the event Contractor identifies a reporting error on a current monthly report and/or report already submitted to County, Contractor will immediately notify County of the error. Any corrections to the current monthly report shall be corrected by Contractor and returned to County within ten (10) days, or prior to submitting the next monthly report. Any modifications, errors or omissions that Contractor reports to County after the time period specified above shall not be processed but shall be considered and included by County when the final adjustments are made to Contractor's year-end cost report.

EXHIBIT B ADP

FEES AND PAYMENT TO COUNTY

- D. 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 Contractor to correct such work, reporting or payment, or to seek any other legal remedy.

4. COUNTY'S DESIGNATED REPRESENTATIVE

Department of Behavioral Wellness
Attn: ADP Finance
300 North San Antonio Road, Bldg 3
Santa Barbara, CA 93110
ap@sbcbswell.org

5. COST REPORT

- A. Submission of Cost Report. Within four weeks after the release of the cost report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the applicable prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor 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 Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor 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 Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section 5.A 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 (46th) day after the deadline or the expiration or termination date of this Agreement. County shall invoice Contractor for the Late Penalty assessed against Contractor.
 - ii. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section 5.A or the expiration or termination date of this Agreement, then County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding Annual Cost Reports.

EXHIBIT B ADP

FEES AND PAYMENT TO COUNTY

6. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT:

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.

**EXHIBIT B-1
SCHEDULE OF FEES**

The program services, as listed below and described in Exhibit A, have been mutually agreed to by Contractor and County.

TYPE OF SERVICE	Unit Rate	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	\$30.00 per client enrolled	739	\$22,170
Total Annual Revenue Fees (projected):			\$22,170

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:

DUI Program Participant Fee Schedule	
Wet & Reckless Program	\$190
18-20 Year Old Program	\$190
3-Month Program	\$478
6-Month Program	\$731
9-Month Program	\$970
18-Month Program	\$1,450
OTHER FEES	
DUI Program	
Return Check	\$36
Transfer-Out	\$75
Reinstatement	\$33
Missed Activity	\$17
Leave of Absence	\$20

**EXHIBIT B-2
SLIDING FEE SCALE**

COUNTY OF SANTA BARBARA									
ALCOHOL & DRUG PROGRAM									
FEE SCHEDULE *									
FY 2016-2017									
ANNUAL GROSS FAMILY INCOME									
NUMBER OF DEPENDENTS									
FEE PER VISIT	1	2	3	4	5	6	7	8	
5	11,880	16,020	20,160	24,300	28,440	32,580	36,730	40,890	
10	16,040	20,180	24,320	28,460	32,600	36,740	40,890	45,050	
15	20,200	24,340	28,480	32,620	36,760	40,900	45,050	49,210	
20	24,360	28,500	32,640	36,780	40,920	45,060	49,210	53,370	
25	28,520	32,660	36,800	40,940	45,080	49,220	53,370	57,530	
30	32,680	36,820	40,960	45,100	49,240	53,380	57,530	61,690	
35	36,840	40,980	45,120	49,260	53,400	57,540	61,690	65,850	
40	41,000	45,140	49,280	53,420	57,560	61,700	65,850	70,010	
45	45,160	49,300	53,440	57,580	61,720	65,860	70,010	74,170	
50	49,320	53,460	57,600	61,740	65,880	70,020	74,170	78,330	
55	53,480	57,620	61,760	65,900	70,040	74,180	78,330	82,490	
60	57,640	61,780	65,920	70,060	74,200	78,340	82,490	86,650	
65	61,800	65,940	70,080	74,220	78,360	82,500	86,650	90,810	
70	65,960	70,100	74,240	78,380	82,520	86,660	90,810	94,970	
75	70,120	74,260	78,400	82,540	86,680	90,820	94,970	99,130	
80	74,280	78,420	82,560	86,700	90,840	94,980	99,130	103,290	
85	78,440	82,580	86,720	90,860	95,000	99,140	103,290	107,450	
90	82,600	86,740	90,880	95,020	99,160	103,300	107,450	111,610	
MONTHLY GROSS FAMILY INCOME									
NUMBER OF DEPENDENTS									
FEE PER VISIT	1	2	3	4	5	6	7	8	
5	990	1,335	1,680	2,025	2,370	2,715	3,061	3,408	
10	1,337	1,682	2,027	2,372	2,717	3,062	3,408	3,754	
15	1,683	2,028	2,373	2,718	3,063	3,408	3,754	4,101	
20	2,030	2,375	2,720	3,065	3,410	3,755	4,101	4,448	
25	2,377	2,722	3,067	3,412	3,757	4,102	4,448	4,794	
30	2,723	3,068	3,413	3,758	4,103	4,448	4,794	5,141	
35	3,070	3,415	3,760	4,105	4,450	4,795	5,141	5,488	
40	3,417	3,762	4,107	4,452	4,797	5,142	5,488	5,834	
45	3,763	4,108	4,453	4,798	5,143	5,488	5,834	6,181	
50	4,110	4,455	4,800	5,145	5,490	5,835	6,181	6,528	
55	4,457	4,802	5,147	5,492	5,837	6,182	6,528	6,874	
60	4,803	5,148	5,493	5,838	6,183	6,528	6,874	7,221	
65	5,150	5,495	5,840	6,185	6,530	6,875	7,221	7,568	
70	5,497	5,842	6,187	6,532	6,877	7,222	7,568	7,914	
75	5,843	6,188	6,533	6,878	7,223	7,568	7,914	8,261	
80	6,190	6,535	6,880	7,225	7,570	7,915	8,261	8,608	
85	6,537	6,882	7,227	7,572	7,917	8,262	8,608	8,954	
90	6,883	7,228	7,573	7,918	8,263	8,608	8,954	9,301	

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

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

1. 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.

2. 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.

3. 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 should be at least as broad as:

- i. **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.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

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

B. Other Insurance Provisions

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

- i. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv. **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.
- v. **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.
- vi. **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".

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

- vii. **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.
- viii. **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.
- ix. **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.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c) 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.
- xi. **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.