



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

August 18, 2020

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 20-00604

RE: Consider recommendations regarding an agreement with Council on Alcoholism and Drug Abuse (CADA) for PC 1000/DUI Program Services, Fiscal Years (FYs) 2020-2023, as follows:

- a) Approve, ratify, and authorize the Chair to execute a multi-year Revenue Agreement for Services of Independent Contractor with CADA, a California non-profit corporation (a local vendor), for the provision of DUI and PC 1000 Program Services, with a projected revenue of \$9,000.00 per year for the period of July 1, 2020 through June 30, 2023;
- b) Approve and authorize the Chair to delegate to the Director of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement without requiring a formal amendment to the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- c) Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:

- a) **Approved, ratified and authorized; Chair to execute;**
- b) **Approved and authorized; Chair to delegate; and**
- c) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: August 18, 2020
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department: Alice Gleghorn, Ph.D., Director
Director(s): Behavioral Wellness, (805) 681-5220
Contact Info: Pam Fisher, PsyD, Deputy Director
Behavioral Wellness, (805) 681-5220

SUBJECT: Behavioral Wellness PC 1000/DUI CADA Revenue Agreement FY 20-23

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a multi-year Revenue Agreement for Services of Independent Contractor with the **Council on Alcoholism and Drug Abuse (CADA)**, a California non-profit corporation (a local vendor), for the provision of DUI and PC 1000 Program Services, with projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023; and
- B. Approve and authorize the Chair to delegate to the Director of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement without requiring a formal amendment to the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- C. Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the Board Agenda to request Board approval to renew CADA's multi-year contract providing Driving Under the Influence (DUI) and Penal Code (PC) 1000 Program Services, which are services that have previously been provided in Santa Barbara County. The Department of Behavioral Wellness Alcohol and Drug Program is the Administrative agency for the California Department of Health Care Services (DHCS) DUI and Penal Code (PC) 1000 Drug Diversion Programs in Santa Barbara County. DUI programs provide alcohol and drug education and counseling services pursuant to Health and Safety Code (HSC) Section 11836. The PC 1000 Drug Diversion Programs are certified by Behavioral Wellness, in accordance with Penal Code 1211, and Behavioral Wellness is responsible for establishment of fees and requirements of the program. PC 1000 programs have been in place in Santa Barbara County and approved by the County Board of Supervisors since 1995.

Approval of the above-referenced contract will allow Behavioral Wellness to continue to be in compliance with the mandated statutory programs.

Background:

Behavioral Wellness provides state-authorized DUI program services and PC 1000 Drug Diversion Programs in Santa Barbara County through local community-based organizations. CADA operates a DUI and PC 1000 program and provides these services concurrently with four (4) other PC 1000/DUI providers: Zona Seca, Coast Valley, Central Coast Headway, and Aegis.

Behavioral Wellness has an administrative role for the DUI and PC 1000 programs to do the following:

- Review any new application for licensure;
- Provide liaison activities with the courts, county probation department, and DUI programs; and
- Develop and ensure the implementation of the programs in compliance with regulations.

DUI Programs:

Under Vehicle Code section 23103.5 subdivision (e) or (f), the court shall order defendants on probation for a conviction of driving under the influence to enroll in an alcohol and drug education program (DUI programs), licensed under Health & Safety Code 11836. DUI programs serve to assist any California resident in restoring the resident's driving privileges following a conviction for driving under the influence. Clients required to enroll and complete a state-licensed DUI program are referred by the courts. Programs offered vary in level and are commensurate to the level of offense. Behavioral Wellness certifies the DUI program provider and receives revenue for DUI Program administration as the lead agency. Behavioral Wellness receives a fee of \$30 per client enrolled in the DUI program. The annual anticipated revenue from the CADA DUI program is estimated at \$6,000.

PC 1000 Drug Diversion Programs:

PC 1000 Drug Diversion Programs allow for a deferred entry of judgment at the discretion of the local courts so that clients who are formally charged with first-time alcohol/drug misdemeanor offenses may instead receive education and counseling services. Drug Diversion Programs have been in place in Santa Barbara County since 1995. Providers of PC 1000 programs collect program fees from clients, as approved by the County and State Alcohol and Drug Program. Behavioral Wellness certifies PC 1000 providers and pursuant to Penal Code Section 1211, receives revenue for the administration as the lead agency from the provider. Behavioral Wellness currently certifies five (5) providers of PC 1000 Drug Diversion Programs in Santa Barbara County, including CADA. CADA has provided both PC 1000 and DUI program services since 2006.

Eligible defendants for PC 1000 programs are provided education and counseling services through 6-month, 9-month, 12-month, and 18-month programs operated by community-based organizations that are certified by the Department of Behavioral Wellness. Upon successful completion of the program, the defendant’s charges are dismissed. Behavioral Wellness receives a fee of \$50 per client enrolled in the PC 1000 program. The annual anticipated revenue to Behavioral Wellness from the PC 1000 programs is estimated at \$3,000 from CADA.

Performance Measure:

For FY 17-20 the CADA DUI program provided a total revenue of \$11,640, and the PC 1000 program provided a total revenue of \$3,700. CADA has demonstrated success in fulfilling the programs’ intent and in providing revenue consistently for each fiscal year.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY 20-21 Revenue (Projected):</u>	<u>Current FY 21-22 Revenue (Projected):</u>	<u>Current FY 22-23 Revenue (Projected):</u>
General Fund			
State			
Federal			
Fees PC 1000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fees DUI	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00

Narrative:

Revenue and expenses have been accounted for in Behavioral Wellness’ budget. No additional expenses have been made by Behavioral Wellness as part of this agreement. The anticipated revenue has been included in the FY 20-21 Adopted Budget. Based on prior year revenue for the programs, Behavioral Wellness projects approximately \$6,000 per year from the DUI program provider, while combined annual revenue from the PC 1000 programs is projected to be approximately \$3,000. Because the fees payable to Behavioral Wellness depend on the number of clients required to enroll in the PC 1000 and DUI programs, the actual revenue could be higher or lower than anticipated in any given year.

Key Contract Risks:

There is a risk that a provider may have fewer clients than anticipated, resulting in lower fees payable to Behavioral Wellness.

Special Instructions:

Please return one (1) Minute Order and one (1) executed contract for each of the above to bwellscontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: CADA 20-23 PC 1000/DUI Revenue Contract

Authored by: A. Bello

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

FOR

ALCOHOL AND DRUG PROGRAMS

STANDARD TERMS **AND CONDITIONS**

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Council on Alcoholism and Drug Abuse (CADA)**, a California non-profit corporation, with its principal place of business in Santa Barbara, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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. Ed Stonefelt at phone number 805-963-1433 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: Scott Whiteley, Executive Director
 Council on Alcoholism and Drug Abuse
 PO Box 28
 Santa Barbara, CA 93102
 Phone: 805-722-1301
 Fax: 805-963-4099

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This

Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

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

4. TERM

Contractor shall commence performance on 7/1/2020 and end performance upon completion, but no later than 6/30/2023 unless otherwise directed by County or unless earlier terminated.

5. REVENUE FROM CONTRACTOR.

In full consideration for Contractor's services, Contractor shall collect and pay to County fees for services under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

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

7. STANDARD OF PERFORMANCE.

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

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and 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. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

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(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any 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 all records and supporting documentation pertaining to the performance of 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 any audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than ten (10) years following the termination of this Agreement, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles.

County, and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor shall allow the auditor(s) access to such documents and records at any time during Contractor's regular business hours or upon reasonable notice, and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the 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 – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

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

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

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

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
2. **For Nonappropriation of Funds.**
 - i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

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

permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

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

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

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

27. COMPLIANCE WITH LAW.

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

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(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.

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

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:

Gregg Hart
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date:

8-18-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Shirley LaGuerra
Deputy Clerk

Date:

8-18-20

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG
ABUSE

By:

Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Deputy

RECOMMENDED FOR APPROVAL:

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

By:

Celeste Andersen
for Alice Gleghorn
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, DIRECTOR
RISK MANAGEMENT

By:

Risk Manager

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG
ABUSE

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Bo Lee Bae (Aug 5, 2020 12:13 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, 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, DIRECTOR
RISK MANAGEMENT

By: 
Risk Manager

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:


MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG
ABUSE

By:  _____
Authorized Representative

Name: SCOTT WITHERSLEY

Title: EXECUTIVE DIRECTOR

Date: 7/31/20

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, 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, DIRECTOR
RISK MANAGEMENT

By: _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – ADP STATEMENT OF WORK

EXHIBIT A-1 ADP – DUI Program Statement of Work

EXHIBIT A-2 ADP – PC 1000 Program Statement of Work

ATTACHMENT 1 – Drug Diversion Standard, Policies and Procedures

ATTACHMENT 2 – Drug Testing Policy and Procedure

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Fees and Payment to County DUI Program and PC 1000 Program

EXHIBIT B-1 Schedule of Rates

EXHIBIT B-2 Sliding Fee Scale: ADP

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: ADP
DUI PROGRAM

1. **PERFORMANCE.** Council on Alcoholism and Drug Abuse (CONTRACTOR) shall pay a per-client fee, not to exceed 5% of the gross Driving-Under-the-Influence (DUI) Program (DUI Program) revenue in any given year, to the Department of Behavioral Wellness Alcohol and Drug Program (Behavioral Wellness) who oversees the administrative portion of Contractor's DUI Program. Contractor's Program shall provide alcohol and drug education and counseling programs 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.
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 DUI Program licensure approved by the County and the Department of Health Care Services (DHCS), and in compliance with 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. 232 E. Canon Perdido Street, Santa Barbara, CA 93101
 - D. Expect clients to maintain an alcohol and drug-free lifestyle while in treatment;
 - E. Provide the County Alcohol and Drug Program Administrator and 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.

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 and 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;

- 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 bwellcontractsstaff@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 A-2

STATEMENT OF WORK: ADP

PC 1000 REVENUE AGREEMENT

1. **PERFORMANCE. PC 1000/DRUG DIVERSION.** CADA (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 PC 1000 Program. Santa Barbara County Department of Behavioral Wellness (County) Alcohol and Drug Program oversees the administrative portion of Contractor's state-licensed PC 1000 program.

Contractor's Program shall provide a drug diversion program, certified by the County of Santa Barbara, Alcohol and Drug Program (ADP), that provides treatment services to court-ordered adults referred for drug diversion, per California Penal Code (PC) Section 1000.

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. Provide services at:

- i. 232 E. Canon Perdido Street, Santa Barbara, CA 93101

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

D. 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.

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

F. Abide by the provisions set forth in Penal Code Sections 1000 and 1211 and the County Drug Diversion Standards, Policies and Procedures (Attachment 1).

G. Provide drug testing services for each client in treatment in accordance with the County ADP Drug Testing Policy and Procedure(Attachment 2).

H. Agree, for clients in treatment, to maintain and furnish to County upon request an internal review process that ensures medical necessity and quality of care. This review process will include, but is not limited to the following: Client Files, Treatment Plans, Progress Notes, Consent to Treat, Clinical Records, Client Survey and Logs, and Release of Information.

3. **FEES.** Contractor shall assess client fees approved by DHCS, as set forth in Exhibit B and B-1, PC1000 Program Participant Fee Schedule.

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 PC 1000 program services, on a quarterly basis and 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. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's client charting and submit the findings to DHCS.

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 - 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.
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**ATTACHMENT 1- ADP
DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES**

**SANTA BARBARA COUNTY
BEHAVIORAL WELLNESS DEPARTMENT
DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES**

EFFECTIVE JULY 1, 2013

ATTACHMENT 1- ADP DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES

General Statement

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

Application for Certification

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

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

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

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

Certification and Revocation Procedures

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

**ATTACHMENT 1- ADP
DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES**

Drug Program Administrator, or designee, shall respond to the provider within thirty (30) working days. The decision by the County Alcohol and Drug Program is final.

Any revision of the standards contained herein shall be addressed in Certified Drug Diversion Program Policy Letters by the County Alcohol and Drug Program Administrator, or designee. The above-defined rules and regulations for drug diversion clients are in effect from the time they were approved by the County Board of Supervisors – or as amended by law. All questions regarding these policies and procedures are to be directed to the ADP Manager or designee for Adult Court Services, 805-681-5440.

PC 1000 Policies and Procedures

1. Upon admission of diverted clients into the program, the provider is required to open a case file for each client. This file is to include the following documentation:
 - a. Consent for participation;
 - b. Consent for release of information;
 - c. Client rights form;
 - d. HIPAA Notice of Privacy form;
 - e. Financial statement (insurance, self-paid);
 - f. Initial assessment summary; This summary is to include the following information:
 - i. Current health status;
 - ii. Education;
 - iii. Vocational (profession, job, other skills, etc.);
 - iv. Legal history;
 - v. Alcohol and Drug use history; primary drug of abuse and previous treatment episodes; and
 - vi. Family substance abuse history.
 - g. Progress notes that document services provided;and
 - h. Aftercare/Recovery Plan with referral to ancillary services as needed

2. A minimum of twenty (20) hours of psycho educational services for each diverted client must be provided. The type of treatment included within these twenty (20) hours is as follows:
 - a. Two (2) hours of individual counseling, Intake and Exit Interviews;
 - b. Eighteen (18) hours of education sessions; and
 - c. Four (4) hours of education related to abusable substances and substance abuse. This may include lectures, classes, group discussions, video presentation, etc. Education sessions must include information regarding HIV infection and AIDS, tuberculosis and Hepatitis C as related to substance use.

**ATTACHMENT 1- ADP
DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES**

3. For the purpose of evaluating each client's progress, each certified agency shall provide random and observed urine testing; a minimum number of two (2) urine tests will be given throughout the program. Providers shall follow the County ADP Drug Testing Policy and Procedures guidelines. This is included in the cost of the program fees. Contested drug positives will be sent to National Toxicology lab for Gas Chromatography Mass Spectrometry (GCMS) confirmatory testing. Clients will be billed \$15.00 for a positive confirmation test.
4. The certified diversion provider shall be under the administrative regulation of the county Alcohol and Drug Program Administrator or designee. Annual site visits, for the purpose of monitoring and evaluation of certified drug diversion providers, will be conducted by ADP. Each program will receive a report to determine compliance or noncompliance with the standards and any necessary corrective action. A random sampling of the client records will be reviewed to evaluate the quality of service delivery, compliance with standards and to ensure that guidelines are followed and that documentation is sufficient. Review may result in the program monitor attending one or more education groups to further evaluate the quality of services. Client satisfaction surveys conducted by the provider will also be reviewed by the monitor.
5. The fee and payment schedule for these services shall be determined according to a client's ability to pay. The program fee (s) shall not exceed that approved by ADP. An administrative fee shall be established and paid to the County Department of Behavioral Wellness for administering and monitoring of a certified PC1000 program on a monthly basis for all new enrollees,

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

The procedures shall include:

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

**ATTACHMENT 1- ADP
DRUG DIVERSION STANDARDS, POLICIES AND PROCEDURES**

Reinstatement Procedures:

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

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

Successful Discharge Procedures

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

Staff Qualification

11. Staff providing diversion services shall have a written job description and resume which indicates a combination of education and experience necessary to provide quality services and shall meet standards established by regulations of the State ADP for Certification of Alcohol and Drug Counselors, created April 11, 2005). A written Alcohol and Drug Certification or Licensure Code of Conduct for staff providing diversion services shall be signed and placed in their personnel records.

**ATTACHMENT 2- ADP
PC 1000 REVENUE AGREEMENT**

Effective December 2, 2013

**County of Santa Barbara
Department of Behavioral Wellness
Alcohol & Drug Program**



DRUG TESTING POLICY & PROCEDURES

The policies and procedures set forth in this document will apply to all contractors receiving substance abuse treatment funds or claiming reimbursement for drug testing procedures with the County of Santa Barbara Alcohol and Drug Program. The County reserves the authority to modify these policies and procedures at any time.

NOTE: Authority cited:

- **Department of Alcohol and Drug Programs, Health and Human Services Agency, State of California.**
- **Alcohol and/or Other Drug Program Certification Standards 12045, Drug Screening.**
- **California Code of Regulations, Title 9, Crime Prevention Act of 2000 (SACPA) - Substance Abuse Treatment and Testing Accountability (SATTA) Program.**
- **Santa Barbara County Proposition 36, Substance Abuse Crime Prevention Act of 2000 (SACPA) Collective Decision Points, 7. Standards for testing and selection of testing instrument.**

OBJECTIVE:

Drug Testing is viewed as an important tool in drug treatment. Detection of ongoing drug usage or intermittent relapses can assist in the therapeutic process. Urine test results provide the counselor and client a timely opportunity to honestly confront those factors which constitute triggers for relapse and cravings in the early stages of recovery. Drug Testing is used as an intervention tool to overcome denial of substance abuse problems, hold one accountable for their behavior, and strive to live drug-free. The inclusion of drug testing in treatment planning is a very important way to document compliance to program standards.

ATTACHMENT 2- ADP PC 1000 REVENUE AGREEMENT

The following procedures are recommended for the uniformity and consistency in the practice of Drug Testing for the health and safety of staff and clients, as well as to ensure the reliability and validity of the test results.

FOREWORD:

California Department of Alcohol and Drug Programs, Alcohol, and/or Other Drug program Certification Standards require all certified residential and nonresidential alcohol and drug programs to have a written policy statement regarding drug screening where it is deemed appropriate and necessary by the program director. "The program will establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening and document results of the drug screening in the participant's files."

- Substance Abuse and Crime Prevention Act of 2000 (SACPA) - Substance Abuse Treatment and Testing Accountability (SATTA) Program, "Drug testing, when used, must be used as a treatment tool. We continue to believe that inclusion of drug testing in treatment plans is a very important way to document compliance."
- Santa Barbara County Proposition 36, Collective Decision Points, Redwood Toxicology Test Products will be used countywide with a direct observation of the sample collection."

The County of Santa Barbara, Alcohol & Drug Programs supports the below standards and protocols contained within the following pages.

1. Intake Advisement & Release Forms:

At the time of initial intake, all clients will be advised that urinalysis testing is a part of their treatment program. Testing methods may include, but are not limited to urine, saliva, and breath alcohol testing. All clients should be advised that they will be required to submit to supervised drug tests on a random basis. Failure to submit a sample or submitting adulterated urine will constitute a positive test. Clients may also be required to submit a urine sample upon suspicion of drug usage and movement from one program phase to another, which requires the submission of a clean urine sample. Each Agency Director shall insure that a Drug Testing and Results Log are maintained on each client.

During intake, all clients should be asked if they are on any form of Probation, Parole, or Child Welfare Services supervision and a release of information should be obtained from the client at that time allowing for communication with that Agency. The release must be obtained for each agency requiring drug testing results.

2. Validation of Urinalysis Supplies

In determining and maintaining reliability and performance, the use of both positive and negative controls at the start of each group of tests is recommended. Distilled or deionized water can be used for a negative control. These controls should be run to ensure proper technique, assay reliability, and performance. If the expected results are not achieved with the positive and negative controls, do not proceed with testing.

3. Effective and Safe Procedures for Obtaining Urine Samples

The Drug Testing area must be locked when not in use, and clients should have no access to this room except during testing. Before using the room, scan it for contraband. It is well established that many methods exist to adulterate or substitute urine samples.

ATTACHMENT 2- ADP PC 1000 REVENUE AGREEMENT

Addicts often utilize these methods in an attempt to avoid detection of ongoing drug usage. Urine test strips for adulteration and detection of Creatinine, Nitrite, Glutaraldehyde, pH, Specific Gravity, Bleach, Pyridinium, Chlorochromate, and temperature should be used for all suspected adulterated urines.

In order to insure that the urine sample provided by the client is genuine, it is imperative that a staff member visually observes via direct frontal observation or mirror, the client urinate into the specimen cup. The staff member should have the client wash their hands prior to the test then hand the empty cup to the client immediately before the sample is provided, to avoid adulterants being placed in the cup by the client in advance of the test or during the test. A staff member of the same sex to the client must observe the submission of the urine sample. The testing procedures should be conducted as follows:

- 3.1 Female staff should ensure they visually observe the flow of urine from the female client's body, having them urinate and at mid-flow stop, then collect the urine sample. One of the client's hands should be holding the cup and the other should be empty and visible to the staff member.
- 3.2 Male staff members should ensure that they clearly observe the flow of urine from the male client's body into the test cup.
- 3.3 Staff members should ensure that the client provides at least one inch of urine into the test cup to allow a sufficient amount to be analyzed.

The Client should then hand the urine sample directly to the staff member. Staff members should always wear latex gloves while handling urine samples to reduce the risk of infection from contagious diseases.

4. Staff Training

American Bio Medica drug test products will be used to analyze urine samples for the presence of morphine, cocaine, amphetamine, benzodiazaphine, THC, and Alcohol. Staff should be trained to conduct analysis of urine samples by written drug testing procedures, video instruction, or training. Each agency shall designate an employee as the liaison with DHCS. It is recommended that staff receive personal instruction and training by a qualified individual. Staff should be qualified to conduct urine analysis before left alone to do so. Training/Certification shall be documented in the employee personnel file and be updated annually.

5. Analysis of Urine Samples

- 5.1 Every attempt should be made to analyze the urine specimen while the client is on the premises. The urine analysis shall occur away from the client's line of observation, thus avoiding possible client outbursts or contamination of the testing results.
- 5.2 Do not leave urine unattended where it can be contaminated.
- 5.3 If a test result is positive (+) for any substance, client should immediately be advised of the test results.
- 5.4 Determine how and when to inform the client of the positive test. The goal is to approach the client in a manner designed to elicit an honest admission of use and to debrief the events leading up to the use episode or relapse. It is common, however, for clients who are or have recently used to deny, sometimes adamantly, that they have used.

**ATTACHMENT 2- ADP
PC 1000 REVENUE AGREEMENT**

6. Positive Test Reporting Protocol For Probation Referred Clients

- 6.1 If a client tests positive and admits to staff that they used, the following steps must be taken by the testing staff:
 - a. The client should be asked to sign an Admission of Use Statement.
 - b. Fill out an Incident Report and fax the copy to the designated referral source.
- 6.2 If a client tests positive and does not admit to staff that they have used, the following steps must be taken by the testing staff:
 - a. Fill out an incident report and fax copy to the designated referral source.
 - b. Have the client sign Consent for Release for GCMS testing, then follow the recommended GCMS protocols set by the laboratory, and send the positive test sample to national Toxicology Lab for GCMS testing.
- 6.3 a. In the event a client denies use and a confirmatory test of the same sample produces a positive result, the client may face additional sanctions.

7. Biohazard Procedures for Urine Testing. All human body fluids should be considered hazardous and must be treated with extreme caution:

- 7.1 Staff must wear latex gloves at all times when handling urine samples.

Do not handle or touch anything outside of the testing room while wearing gloves to avoid contaminating other surfaces.
- 7.2 Sample containers must always be kept on a hard surface to prevent spills.

Do not place a urine sample directly onto a surface; instead place the test cup on a clean paper towel or plastic tray/mat, which will contain spills.
- 7.3 To dispose of urine samples, empty each sample container into the toilet, taking care not to splash any liquid outside the toilet bowl, and then flush.
- 7.4 All used urine sample containers and used urine test materials must be placed in a separate receptacle. These materials cannot be disposed of in any other trash container as they are hazardous.
- 7.5 Wash your hands and also have the client wash their hands before leaving the test room.

8. Urine Spills:

- 8.1 Urine spills must be cleaned up immediately and the surface must be disinfected using a disinfectant spray or cleaner. All cleanup materials must be disposed of in the appropriate receptacle.
- 8.2 A urine spill on carpeting or other porous surfaces requires special care, including thorough cleaning and disinfecting. After cleaning, report this urine spill to a management team member.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS - ADP

1. FEE COLLECTION.

- A. **DUI.** For DUI program services rendered under this Agreement, 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.

In consideration of the \$30.00 charge paid from Contractor to County for DUI program services, County shall provide technical support for Contractor's staff and monitor program services semi-annually.

- i. In providing DUI treatment services under this Agreement, 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).
- ii. 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. **PC 1000/Drug Diversion.** For PC 1000/Drug Diversion program services rendered under this Agreement, Contractor will assess a \$1,000 fee to each client unless the client is eligible for a lower fee as described below. Contractor shall pay County an administrative fee of \$50.00 per client enrolled.

In consideration of the \$50.00 charge paid from Contractor to County for the PC 1000/Drug Diversion program, County shall provide all services as described in the California Penal Code Section 1211, including but not limited to: administering certification program procedures; assuring compliance with Drug Diversion standards, policies, and procedures; providing technical assistance; and monitoring the program services semi-annually.

- i. In providing PC 1000/Drug Diversion treatment services as described in Exhibit A-2, Contractor agrees to assess client fees as set forth in this Exhibit B, in accordance with Penal Code Sections 1211 and 1001.16.
- ii. Fee collection shall be based on Contractor's determination of client's ability to pay in accordance with the Sliding Fee Schedule (Exhibit B-2). PC 1000/Drug Diversion fees shall not exceed the actual cost of services provided.

- C. Additional fees may be charged to client by Contractor for any returned check, transfers, reinstatement, and no-shows, as approved by the State Alcohol and Drug Program 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 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(s), 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.
- 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. **SUBMIT PAYMENT TO:**

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 forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor 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 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) within 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. Contractor shall add the the Late Penalty to the next month's payment to County.
 - 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.

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 of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.

**EXHIBIT B-1
SCHEDULE OF FEES
DUI PROGRAM /PC 1000 PROGRAM**

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	\$269,000	\$4,500
PC 1000/Drug Diversion Program	\$24,000	\$1,500
Total Annual Revenue Fees (projected):	\$293,000	\$6,000

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 (see Exhibit B-2):

Program Fees			
DUI Program Participant Fee Schedule		PC 1000 Participant Fee Schedule	
Wet & Reckless Program	\$346.55	PC 1000 Program Service Fee	\$1,000
18-20 Year Old Program	\$346.55		
3-Month Program	\$842.55		
6-Month Program	\$1,083.55		
9-Month Program	\$1,851.00		
Other Fees			
DUI Program		PC 1000	
Return Check	\$25	Return Check	\$25
Leave of Absence	\$40	Transfer-Out	\$45
Reinstatement	\$50	Reinstatement	\$40
Missed Activity	\$20	Missed Activity	\$15
Reschedule	\$20	Drug Test	Included
AOD Screening	\$30		
Duplicate Completion Certificate	\$12		

**EXHIBIT B-2
SLIDING FEE SCALE**

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2020-2021**

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	17,236	23,336	29,435	35,535	41,635	47,734	53,734	59,834
10	21,556	27,656	33,755	39,855	45,955	52,054	58,054	64,154
15	25,876	31,976	38,075	44,175	50,275	56,374	62,374	68,474
20	30,196	36,296	42,395	48,495	54,595	60,694	66,694	72,794
25	34,516	40,616	46,715	52,815	58,915	65,014	71,014	77,114
30	38,836	44,936	51,035	57,135	63,235	69,334	75,334	81,434
35	43,156	49,256	55,355	61,455	67,555	73,654	79,654	85,754
40	47,476	53,576	59,675	65,775	71,875	77,974	83,974	90,074
45	51,796	57,896	63,995	70,095	76,195	82,294	88,294	94,394
50	56,116	62,216	68,315	74,415	80,515	86,614	92,614	98,714
55	60,436	66,536	72,635	78,735	84,835	90,934	96,934	103,034
60	64,756	70,856	76,955	83,055	89,155	95,254	101,254	107,354
65	69,076	75,176	81,275	87,375	93,475	99,574	105,574	111,674
70	73,396	79,496	85,595	91,695	97,795	103,894	109,894	115,994
75	77,716	83,816	89,915	96,015	102,115	108,214	114,214	120,314
80	82,036	88,136	94,235	100,335	106,435	112,534	118,534	124,634
85	86,356	92,456	98,555	104,655	110,755	116,854	122,854	128,954
90	90,676	96,776	102,875	108,975	115,075	121,174	127,174	133,274

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,436	1,945	2,453	2,961	3,470	3,978	4,478	4,986
10	1,796	2,305	2,813	3,321	3,830	4,338	4,838	5,346
15	2,156	2,665	3,173	3,681	4,190	4,698	5,198	5,706
20	2,516	3,025	3,533	4,041	4,550	5,058	5,558	6,066
25	2,876	3,385	3,893	4,401	4,910	5,418	5,918	6,426
30	3,236	3,745	4,253	4,761	5,270	5,778	6,278	6,786
35	3,596	4,105	4,613	5,121	5,630	6,138	6,638	7,146
40	3,956	4,465	4,973	5,481	5,990	6,498	6,998	7,506
45	4,316	4,825	5,333	5,841	6,350	6,858	7,358	7,866
50	4,676	5,185	5,693	6,201	6,710	7,218	7,718	8,226
55	5,036	5,545	6,053	6,561	7,070	7,578	8,078	8,586
60	5,396	5,905	6,413	6,921	7,430	7,938	8,438	8,946
65	5,756	6,265	6,773	7,281	7,790	8,298	8,798	9,306
70	6,116	6,625	7,133	7,641	8,150	8,658	9,158	9,666
75	6,476	6,985	7,493	8,001	8,510	9,018	9,518	10,026
80	6,836	7,345	7,853	8,361	8,870	9,378	9,878	10,386
85	7,196	7,705	8,213	8,721	9,230	9,738	10,238	10,746
90	7,556	8,065	8,573	9,081	9,590	10,098	10,598	11,106

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

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

Indemnification and Insurance Requirements

(For Professional Contracts version 2014 04 04)

I. 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.

II. 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.

III. INSURANCE

Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9) with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession with limit of no less than \$1,000,000 per occurrence or claim and \$2,000,000 in aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor’s insurance and shall not contribute to 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. Failure to obtain the required documents prior to the work beginning, however, 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 not 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.

C. **Amendment.** 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.

D. **Waiver.** 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.