



# County of Santa Barbara

## BOARD OF SUPERVISORS

### Minute Order

June 6, 2023

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**Present:** 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00524

**RE:** Consider recommendations regarding a Council on Alcoholism and Drug Abuse (CADA) Driving Under the Influence (DUI) Revenue Agreement for Fiscal Year (FY) 2023-2026, as follows:

a) Approve, ratify, and authorize the Chair to execute a multiyear Revenue Agreement for Services of Independent Contractor with CADA, a California nonprofit (a local vendor), for the provision of DUI Program Services, with projected revenue of \$6,000.00 per year for the period of July 1, 2023 through June 30, 2026;

b) Approve and authorize the Chair to delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) Determine that the above recommended actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that 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 Lavagnino, 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 Capps, Supervisor Hartmann, Supervisor Nelson, 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:** June 6, 2023  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Antonette Navarro, LMFT, Director  
Director(s) Behavioral Wellness, (805) 681-5220  
Contact Info: Melissa Wilkins, MPH, CADC-II, CCPS  
Division Chief of Alcohol and Drug Programs, (805) 681-5220  
**SUBJECT:** Behavioral Wellness – Council on Alcoholism and Drug Abuse (CADA) Driving Under the Influence Revenue Agreement for FY 2023-2026

DS  
AN

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**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 multiyear **Revenue Agreement** for Services of Independent Contractor with the **Council on Alcoholism and Drug Abuse (CADA)**, a California nonprofit (a local vendor), for the provision of Driving Under the Influence (DUI) Program Services, with projected revenue of \$6,000 per year for the period of July 1, 2023 through June 30, 2026 (Attachment A);
- B. Approve and authorize the Chair to delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board’s ability to rescind this delegated authority at any time; and
- C. Determine that the above recommended actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that 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 the Board of Supervisors (Board) to approve and authorize the Chair to execute a Revenue Agreement with the Council on Alcoholism and Drug Abuse (CADA) for Driving Under the Influence (DUI) Program Services. This Revenue Agreement has a projected revenue of \$6,000 per year for the period of July 1, 2023 through June 30, 2026. Behavioral Wellness also seeks delegated authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement and subject to the Board's ability to rescind this delegated authority at any time.

**Background:**

Behavioral Wellness (BWell) provides state-authorized DUI program services in Santa Barbara County through local community-based organizations. CADA operates a DUI program and provides these services concurrently with two (2) other DUI providers.

Behavioral Wellness has an administrative role for the DUI programs to 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 Chapter 9 (commencing with Section 11836) of Part 2 of Division 10.5 of the Health & Safety Code. 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.

**Performance Measures & Outcomes:**

BWell provides administrative monitoring of CADA's DUI program every 6 months in compliance with State regulations. CADA has demonstrated success in fulfilling the programs' intent to 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. To date, for FY 22-23, CADA provided a total revenue of \$3,330 to BWell in accordance and in compliance with the state regulations.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>FY 23-24 Revenue (Projected):</u></b>	<b><u>FY 24-25 Revenue (Projected):</u></b>	<b><u>FY 25-26 Revenue (Projected):</u></b>
General Fund			
State			
Federal			
Fees DUI	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Grand Total</b>			<b>\$ 18,000.00</b>

Narrative: Based on prior year revenue for the programs, BWell projects approximately \$6,000 per year from the DUI program provider. Because the fees payable to BWell depend on the number of clients required to enroll in the DUI programs, the actual revenue could be higher or lower than anticipated in any given year.

**Key Contract Risks:**

With the Revenue Agreement, there is a risk that a provider may have fewer clients than anticipated, resulting in lower fees payable to Behavioral Wellness.

**Special Instructions:**

Please email one (1) complete, executed Agreement and one (1) minute order to [dmorales@sbcbswell.org](mailto:dmorales@sbcbswell.org) and the BWell Contracts Team at [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org).

**Attachments:**

Attachment A: CADA FY 23-26 DUI Revenue Agreement

**Authored by:**

D. Morales

Board Contract # \_\_\_\_\_

**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. Scott Whiteley at phone number 805-722-1301 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  
                                      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 **7/1/2023** and end performance upon completion, but no later than **6/30/2026** 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; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter 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 PRIVACY LAWS.**

Contractor is expected to adhere to the healthcare privacy laws 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 the healthcare privacy laws as they are amended from time to time.

**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.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

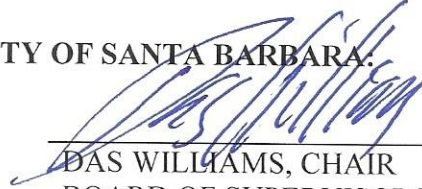
**SIGNATURE PAGE**

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 July 1, 2023.

**COUNTY OF SANTA BARBARA:**

By:

  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date:

6-6-23

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:

  
Deputy Clerk

Date:

6-6-23

**CONTRACTOR:**

COUNCIL ON ALCOHOLISM AND DRUG  
ABUSE

By:

DocuSigned by:  
  
Authorized Representative

Name:

Scott Whiteley

Title:

Executive Director

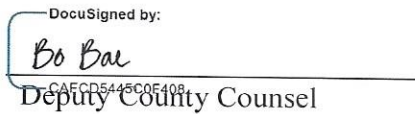
Date:

5/15/2023

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:

DocuSigned by:  
  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

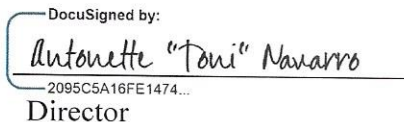
By:

DocuSigned by:  
  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

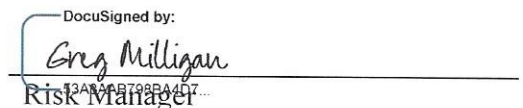
By:

DocuSigned by:  
  
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER, DEPARTMENT OF RISK  
MANAGEMENT

By:

DocuSigned 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 B - FINANCIAL PROVISIONS**

EXHIBIT B Fees and Payment to County DUI 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**

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**EXHIBIT A-1**  
**STATEMENT OF WORK: ADP**  
**DUI PROGRAM**

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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=document&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IF7F6BC10D45311DEB97CF67CD0B99467&originationContext=document&transitionType=Default&contextData=(sc.Default))
  - C. Provide services at:
    1. 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@sbcbswell.org](mailto:adpfinance@sbcbswell.org)) 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:
    - 1. "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:
    - 1. Known serious complaints against licensed/certified staff;
    - 2. Restrictions in practice or license/certification as stipulated by a State agency;
    - 3. Other action instituted which affects staff's license/certification or practice (for example, sexual harassment accusations); or
    - 4. Any event triggering Incident Reporting, as defined in Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Incident Report available at <http://www.countyofsb.org/behavioral-wellness/policy/2975>.
  - B. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
    - 1. Suspected or actual misappropriation of funds under Contractor's control;
    - 2. Legal suits initiated specific to the Contractor's practice;
    - 3. Initiation of criminal investigation of the Contractor; or
    - 4. HIPAA breach.
  - C. Contractor may contact [bwellcontractsstaff@sbcbswell.org](mailto:bwellcontractsstaff@sbcbswell.org) for any contractual concerns or issues.
  - D. "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 program 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 CCR 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**  
**FINANCIAL PROVISIONS**

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**EXHIBIT B**  
**FEES AND PAYMENT TO COUNTY DUI PROGRAM - ADP**

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**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.

1. 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).
2. 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.

- 2. PAYMENT TO COUNTY.** On a monthly basis, by the thirtieth (30<sup>th</sup>) of the month following the month of service, Contractor shall pay the appropriate fees due to County as detailed below 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, 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](mailto: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:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the forty-sixth (46<sup>th</sup>) 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.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105<sup>th</sup>) day after the due date set in section 5.A of this Exhibit 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.



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**EXHIBIT B-1  
SCHEDULE OF FEES  
DUI PROGRAM**

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**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):**

<b>Program Fees FY 2023-2026</b>	
<b>DUI Program Participant Fee Schedule</b>	
18 Month Program	\$2,107
<b>DUI Program Other Fees</b>	
Missed Activity	\$10
Reinstatement	\$50
Return Check	\$10
Transfer Out	\$50

**EXHIBIT B2**  
**SLIDING FEE SCALE - ADP**

**COUNTY OF SANTA BARBARA**  
**ALCOHOL & DRUG PROGRAM**  
**FEE SCHEDULE \***  
**2023-2024**

**ANNUAL GROSS FAMILY INCOME**  
**NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	14,580	19,720	24,860	30,000	35,410	40,280	45,420	50,560
10	18,900	24,040	29,180	34,320	39,730	44,600	49,740	54,880
15	23,220	28,360	33,500	38,640	44,050	48,920	54,060	59,200
20	27,540	32,680	37,820	42,960	48,370	53,240	58,380	63,520
25	31,860	37,000	42,140	47,280	52,690	57,560	62,700	67,840
30	36,180	41,320	46,460	51,600	57,010	61,880	67,020	72,160
35	40,500	45,640	50,780	55,920	61,330	66,200	71,340	76,480
40	44,820	49,960	55,100	60,240	65,650	70,520	75,660	80,800
45	49,140	54,280	59,420	64,560	69,970	74,840	79,980	85,120
50	53,460	58,600	63,740	68,880	74,290	79,160	84,300	89,440
55	57,780	62,920	68,060	73,200	78,610	83,480	88,620	93,760
60	62,100	67,240	72,380	77,520	82,930	87,800	92,940	98,080
65	66,420	71,560	76,700	81,840	87,250	92,120	97,260	102,400
70	70,740	75,880	81,020	86,160	91,570	96,440	101,580	106,720
75	75,060	80,200	85,340	90,480	95,890	100,760	105,900	111,040
80	79,380	84,520	89,660	94,800	100,210	105,080	110,220	115,360
85	83,700	88,840	93,980	99,120	104,530	109,400	114,540	119,680
90	88,020	93,160	98,300	103,440	108,850	113,720	118,860	124,000

**MONTHLY GROSS FAMILY INCOME**  
**NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,215	1,643	2,072	2,500	2,951	3,357	3,785	4,213
10	1,575	2,003	2,432	2,860	3,311	3,717	4,145	4,573
15	1,935	2,363	2,792	3,220	3,671	4,077	4,505	4,933
20	2,295	2,723	3,152	3,580	4,031	4,437	4,865	5,293
25	2,655	3,083	3,512	3,940	4,391	4,797	5,225	5,653
30	3,015	3,443	3,872	4,300	4,751	5,157	5,585	6,013
35	3,375	3,803	4,232	4,660	5,111	5,517	5,945	6,373
40	3,735	4,163	4,592	5,020	5,471	5,877	6,305	6,733
45	4,095	4,523	4,952	5,380	5,831	6,237	6,665	7,093
50	4,455	4,883	5,312	5,740	6,191	6,597	7,025	7,453
55	4,815	5,243	5,672	6,100	6,551	6,957	7,385	7,813
60	5,175	5,603	6,032	6,460	6,911	7,317	7,745	8,173
65	5,535	5,963	6,392	6,820	7,271	7,677	8,105	8,533
70	5,895	6,323	6,752	7,180	7,631	8,037	8,465	8,893
75	6,255	6,683	7,112	7,540	7,991	8,397	8,825	9,253
80	6,615	7,043	7,472	7,900	8,351	8,757	9,185	9,613
85	6,975	7,403	7,832	8,260	8,711	9,117	9,545	9,973
90	7,335	7,763	8,192	8,620	9,071	9,477	9,905	10,333

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

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

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

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**EXHIBIT C**

**Indemnification and Insurance Requirements**  
(For Professional Contracts version 2022 03 02)

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INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

- 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 ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- ii. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 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".
- 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.