

COUNTY OF VENTURA CONTRACT NUMBER # _____

C O N T R A C T

This Agreement entered into this 1st day of XXX, by and between County of Ventura, acting through its Behavioral Health Department, "COUNTY" and (Insert Contractor Name), "DUI PROGRAM ."

W I T N E S S E T H

WHEREAS, DUI PROGRAM has been licensed by the Department of Healthcare Services ('DHCS') pursuant to the California Health and Safety Code, Sections 11836 ff. and the California Code of Regulations, Title 9, Sections 9795 ff. to conduct driving under the influence programs (DUI programs) in Ventura County at (Insert Service Location); and

WHEREAS, the County of Ventura will be required to perform certain administrative and monitoring work related to DUI PROGRAM'S activities and the continuation of its DUI Program license;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **GUIDING LAWS AND PRINCIPLES**

California Code of Regulations ("CCR") Title 9, Division 4, Chapter 3 establishes and regulates DUI program services provided within the State of California and the requirements for general administration, licensure, program standards and participant standards.

The objectives of the State's DUI program are to: (1) reduce the number of repeat DUI offenses by individuals who complete a DHCS approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.

2. **SERVICE DESCRIPTION**

The purpose of this Agreement between COUNTY and DUI PROGRAM is to outline the roles and responsibilities of the COUNTY and DUI PROGRAM that fall under the category of DUI services specified in CCR Title 9, Division 4, Chapter 3.

Exhibit "A" provides a description of the services to be provided and responsibilities of COUNTY and DUI PROGRAM, under this Agreement.

3. **COMPENSATION AND PAYMENT PROVISIONS**

Exhibit "B" provides the compensation and payment provisions that are governed by this Agreement.

4. INDEMNIFICATION AND HOLD HARMLESS

DUI PROGRAM agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless COUNTY, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims or lawsuits, whether against DUI PROGRAM, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by DUI PROGRAM, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. DUI PROGRAM agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

5. NON-ASSIGNABILITY

DUI PROGRAM will not assign this Agreement or any portion thereof, to a third party, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY's sole and absolute discretion, for immediate termination of this Agreement.

6. TERM

This Agreement will be in effect from **XXX** through **XXX** subject to all the terms and conditions set forth herein.

This Agreement may, upon written mutual agreement, be extended for additional one (1) year periods.

Time is of the essence in the performance of this Agreement.

7. TERMINATION

The County Purchasing Agent and/or the Ventura County Behavioral Health (VCBH) Director or designee may terminate this Agreement at any time for any reason by providing sixty (60) days written notice to DUI PROGRAM.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

8. **NON-DISCRIMINATION**

A) General

Pursuant to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B) Employment and Services.

DUI PROGRAM certifies that under the laws of the United States and the State of California, DUI PROGRAM will not unlawfully discriminate against any person.

8. **CONFLICT OF INTEREST**

DUI PROGRAM covenants that DUI PROGRAM presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DUI PROGRAM further covenants that in the performance of this Agreement no person having such interest will be employed or retained by DUI PROGRAM under this Agreement.

9. **CONFIDENTIALITY AND OWNERSHIP OF DATA**

Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained hereunder in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Department of General Services State Administrative Manual Sections 1600 through 1695; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15, 1280.18, 11812, 11845.5, 123100 and 123149.5; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); 22 C.C.R. Section 51009; 42 U.S.C. Sections 290dd-2, 1320(a) and 1320d through 1320d-8; the United States Health Information Technology and Clinical Health Act ("HITECH Act"); the United States Health Information Portability and Accountability Act of 1996 ("HIPAA"); and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Parts 160 and 164 of Title 45 of the Code of Federal Regulations ("C.F.R."), the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Part 2; and 45 C.F.R. Sections 96.132(e) and 205.50, all as may be amended from time to time.

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by DUI PROGRAM under this Agreement which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by DUI PROGRAM without the prior written approval of the COUNTY except as authorized by law.

10. RECORD RETENTION AND INSPECTION

A. Maintenance of Records

DUI PROGRAM shall maintain sufficient books, records, documents, and other fiscal and program evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement. DUI PROGRAM shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by DUI PROGRAM are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. Interviews with any employee who might reasonably have information related to such records will be allowed.

B. Record Retention Period

Records and supporting documents shall be retained for a ten-year (10) year period. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular ten (10) year period, whichever is later.

11. REPORTS

DUI PROGRAM shall, without compensation, comply with any and all reporting requirements established by Federal, State, or County for its DUI program. COUNTY shall provide and explain reporting procedures, when applicable.

12. **DUI PROGRAM MONITORING AND REVIEW**

- A. DUI PROGRAM shall permit, at any time during normal business hours, personnel designated by the COUNTY to come on DUI PROGRAM's premises or facilities for the purpose of making periodic inspections and monitoring of services under this Agreement. DUI PROGRAM shall furnish COUNTY with all information as COUNTY may require to evaluate the fiscal and programmatic effectiveness of the services being rendered under this Agreement.
- B. DUI PROGRAM agrees to fully participate and cooperate with COUNTY in the implementation, monitoring and evaluation of all services. DUI PROGRAM will complete the delegated activities, obligations, and reporting responsibilities specified under this Agreement.
- C. If DUI PROGRAM is found to be non-compliant or not performing satisfactorily with the terms of this Agreement, a corrective action plan will be issued. DUI PROGRAM shall submit a corrective action plan response to COUNTY no later than thirty (30) days after receiving the corrective action plan findings from COUNTY. DUI PROGRAM will be given a specified period to correct the non-compliance or unsatisfactory performance. Should DUI PROGRAM fail to remediate any non-compliance or unsatisfactory performance, DUI PROGRAM may be subject to financial sanctions, termination of this Agreement, or any other remedies permitted by State or Federal law. The use of a corrective action plan is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

13. **NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE, L#1080
VENTURA, CALIFORNIA 93009

AND

VENTURA COUNTY BEHAVIORAL HEALTH
CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO DUI PROGRAM: **(INSERT DUI PROGRAM NAME)**
(INSERT ADDRESS)

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

14. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

15. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

16. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

(DUI PROGRAM NAME)

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

(DUI PROGRAM NAME)

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"

SERVICE DESCRIPTION

I. SERVICES TO BE PROVIDED

A. SERVICE DEFINITIONS/REQUIREMENTS

As applicable, DUI PROGRAM shall refer participants and provide the following services for those program levels (First Offender and 18-Month Second and Subsequent Offender) and in the geographic locations for which they hold a valid license issued by DHCS:

1. 12 Hour education program (SB1176), Wet reckless.
2. Three (3) Month (AB541), First Offender Programs.
3. Six (6) Month (AB762), First Offender Programs.
4. Nine (9) Month (AB1353), First Offender Programs.
5. Eighteen (18) Month (SB38), Second and Subsequent Offender Programs.

II. COUNTY AND DUI PROGRAM RESPONSIBILITIES

A. DUI PROGRAM RESPONSIBILITIES

1. DUI PROGRAM agrees to provide DUI program services to individuals residing in Ventura County that are convicted of DUI and ordered by the Ventura County Court system to enroll in DUI program services. Out of county residents may also be served upon approval by court or county of jurisdiction.
2. DUI PROGRAM's services will be in compliance with CCR Title 9, Division 4, Chapter 3 and shall be consistent with DUI PROGRAM's application for licensure that was recommended by the COUNTY and approved by DHCS.
3. DUI PROGRAM shall maintain a valid DUI program license from DHCS to operate as a licensed DUI PROGRAM at each respective site where DUI program services are provided.
4. DUI PROGRAM shall agree and make provisions for providing DUI program services as described herein to participants who cannot afford to pay program fees per CCR Title 9, Division 4, Chapter 3 §9878 and Health and Safety Code §1187.4(b)(2).

5. DUI PROGRAM shall provide the COUNTY and DHCS access to all programmatic and fiscal records necessary to conduct COUNTY monitoring and DHCS approved activities, including evaluation of services and fees owed by DUI PROGRAM to the COUNTY. Said access shall not conflict with any local, state or federal confidentiality regulations.
6. DUI PROGRAM shall provide the COUNTY and/or DHCS access to all records related to the provision of services under this agreement as required, to investigate any complaint or grievance that may be claimed against DUI PROGRAM.
7. DUI PROGRAM shall inform the COUNTY **ninety (90)** days prior to closure of a DUI program. In the event of a program closure, DUI PROGRAM shall make immediate and appropriate plans to transfer or refer all participants to other DUI PROGRAMs for continuing service and to remit all participant files to the COUNTY.

B. COUNTY OF VENTURA RESPONSIBILITIES

County of Ventura will perform required administrative and monitoring services related to the DUI Program's license and related operations at **(insert address)**, such as review of fee change requests by the DUI Program, other reviews and audits of the program's records.

1. COUNTY shall conduct monitoring of programs a minimum of one (1) time per fiscal year using the standard monitoring procedure/instrument developed and approved by DHCS in compliance with § 11837.6 of the Health and Safety Code.
 - a. COUNTY is authorized to represent the interests of COUNTY and DHCS in carrying out the terms and conditions of this agreement. With proper identification, the COUNTY will be allowed the right to inspect, review and monitor DUI PROGRAM's facilities, program, procedures, and programmatic and financial records during normal business hours to ensure compliance with COUNTY and DHCS regulations and the terms of this agreement.
 - b. COUNTY shall monitor DUI PROGRAM to ensure compliance with the regulations contained in the requirements outlined in CCR, Title 9, Division 4, Chapter 3, and CCR, Title 9, Division 4, Chapter 8, and by those additional requirements which may be established by the COUNTY as approved by DHCS.
 - c. COUNTY shall monitor DUI PROGRAM to ensure that approved DUI programs do not utilize other funds administered by DHCS

for program operations and to ensure that DUI PROGRAMS do not utilize participant fees for purposes other than DUI program activities.

- d. COUNTY shall evaluate DUI PROGRAM (and all DUI PROGRAMs) periodically for system effectiveness and quality of service.
 - e. COUNTY shall investigate complaints and grievances received by COUNTY against DUI program DUI PROGRAMs, and shall refer such complaints and grievances to DHCS as needed.
2. COUNTY shall ensure that there are sufficient licensed programs within the COUNTY to meet the DUI service needs of COUNTY residents. The COUNTY's determination of any need for additional DUI programs in Ventura County shall be in compliance with the criteria established in CCR, Title 9, Division 4, Chapter 3, §9805.
 3. COUNTY shall assure the DHCS Licensing Branch in writing of the programmatic and fiscal integrity of the DUI programs the COUNTY has recommended for licensure.
 4. COUNTY shall continue to provide a list of approved AB 541, SB 38, and SB 1365 DUI programs to all Ventura Court locations, referral agencies, and other interested parties by program level (i.e., AB 541, SB 38, and SB 1365).
 5. COUNTY shall continue its role as liaison between the Courts and other agencies within the COUNTY on regulations and requirements in CCR, Title 9, Division 4, Chapter 3.

EXHIBIT "B"

COMPENSATION AND PAYMENT TERMS

- A. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, DUI PROGRAM will make payments to COUNTY for each individual enrolled in such programs. DUI PROGRAM shall pay the COUNTY a flat fee of fifty dollars (\$50.00) for participants enrolled in the Wet Reckless (SB1176), First Offender [i.e. Three (3) Month (AB541), Six (6) Month (AB762), and Nine (9) Month (AB1353)] programs; and participants enrolled in the Eighteen (18) Month (SB38) Second and Subsequent Offender and Thirty (30) Month (SB1365) Third and Subsequent Offender programs. If an enrollee qualifies for a reduced participation fee for the DUI Program the Program shall pay no more than five dollars (\$5) to the County for that individual's enrollment. Payments shall be made quarterly to:

COUNTY: Ventura County Behavioral Health
 Fiscal Administration
 1911 Williams Drive, Suite 210
 Oxnard, California 93036

- B. DUI PROGRAM may elect to pay the COUNTY administration and monitoring fees owed for General Relief clients. If DUI PROGRAM chooses not to pay COUNTY for administration and monitoring fees for General Relief clients, DUI PROGRAM will be allowed to subtract these owed fees from its monthly payments to COUNTY if it provides documentation for these clients.
- C. DUI PROGRAM shall submit payment of fees to the COUNTY within thirty (30) days of the previous reporting month. Non-payment of these fees to the COUNTY by the specified date may result in removal from the DUI program referral list.