

AGREEMENT NO. _____

This Amendment ("Second Amendment") is made and entered into this _____ day of _____, 2016 by and between the County of Yolo, a political subdivision of the State of California ("County") and Safety Center Incorporated, authorized to do business in the State of California ("Contractor") to amend Agreement No. 10-122 as stated below.

RECITALS:

WHEREAS, on or about August 1, 2010, the parties entered into Agreement No. 10-122 (the "Agreement") for Contractor to provide Driving Under the Influence (DUI) education programs to persons arrested for driving under the influence of alcohol and referred by the Department of Motor Vehicles, by the Yolo County Superior Court as a condition of probation, or transfers from State licensed programs in other California counties and those pleading guilty to or pleading *nolo contendere* to "wet and reckless" driving for the period August 1, 2010 through June 30, 2011; and

WHEREAS, the Contractor is the awardee of the Request for Proposal (RFP) issued on May 6, 2010 for the above said services; and

WHEREAS, on or about March 26, 2013, the parties amended the Agreement to extend the term of this Agreement through June 30, 2015 and revise Exhibit C to agree with the extended term (Amendment #1 of the Agreement); and

WHEREAS, the parties would now like to amend the Agreement to:

1. Extend the term through June 30, 2017
2. Revise Exhibit A, Description of Services Summary; and
3. Revise Exhibit C, Budget and Fiscal Provisions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT

1. Section **II, TERM**, is hereby amended to read as follows:

II. TERM

This agreement shall be effective and commence as of August 1, 2010 and shall end on June 30, 2017. This Agreement may be extended upon written agreement of the Yolo County Health and Human Services Agency Director, and/or her/his designee, and an authorized representative of Contractor for one (1) additional twelve (12) month period.

2. Exhibit **A, Description of Services Summary**, is hereby amended to read as attached.
3. Exhibit **C, Budget and Fiscal Provisions**, is hereby amended to read as attached.
4. Any and all attachments to this Second Amendment are incorporated into this Second Amendment by the references above.
5. Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the parties have executed this Amendment as of the day and year last set forth below.

CONTRACTOR

By _____
Elizabeth McClatchy, President & CEO Date _____
Safety Center Incorporated

COUNTY OF YOLO

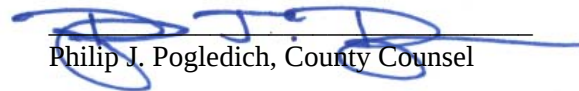
By _____
Jim Provenza, Chair Date _____
Board of Supervisors

By _____
Karen Larsen, Director Date _____
Health and Human Services Agency

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:


Philip J. Pogledich, County Counsel

**EXHIBIT A TO AGREEMENT
between the COUNTY OF YOLO
hereinafter referred to as "COUNTY", and
SAFETY CENTER, INCORPORATED
hereinafter referred to as "CONTRACTOR"**

**DESCRIPTION OF SERVICES SUMMARY
FY15-17**

I. SERVICE LOCATION(S)

Services are provided at the following locations:

520 Cottonwood, Suite #6
Woodland, CA 95695.

2121 2nd Street #C103
Davis, CA 95616

1450 Halyard #1A
West Sacramento, CA 95691

II. SERVICE PERFORMANCE MONITOR

Name and Title: Karen Larsen, Director
Organization: Yolo County Health and Human Services Agency
Street Address: 137 N. Cottonwood Street
City and Zip Code: Woodland, CA 95695

III. PROJECT DESCRIPTION

- A. Type of Program:** Driving under the influence program as defined and in accordance with the provisions of Title 9, California Code of Regulations, Division 4, Chapter 3, "Programs for Alcohol and Drug Impaired Drivers" and Driving Under the Influence Program Law, Health and Safety Code Section 11836-11838.11.
- B. Target Population:** Services will be provided to persons arrested for driving under the influence of alcohol and/or drugs and referred by the DMV, by the Yolo Superior Court as a condition of probation, or transfers from State licensed programs in other California counties and those pleading guilty to or pleading nolo contendere to "wet and reckless" driving.

IV. ACTIVITIES & OBJECTIVES

A. Content of Units of Service:

1. First Offender and Wet and Reckless Program:

Persons pleading guilty or nolo contendere to "wet and reckless" driving must complete the educational portion of a driving under the influence program.

Persons convicted of a first offense of driving under the influence whose blood alcohol content (BAC) is .20 or less must complete a minimum of a three month first offender program, as ordered by the court. Persons with a BAC of .20 or greater must complete a minimum of a six month program, as ordered by the court. Specific components of the programs include the following:

- a. Intake Interview: To be conducted before program participation begins and should include, but is not limited to the following: Completion of intake forms; review and completion of a participant contract; written schedule of program activities; times and locations; explicit discussion of abstinence as the desired goal for the duration of the program; and establishment of a participant case folder.
- b. Educational Sessions: The number of participants shall not exceed thirty-five (35) per session. Any breaks provided to participants during these sessions shall be in addition to the minimum required hours. Educational sessions will be informational in content and didactic in method of presentation. The educational curriculum will be reviewed and approved by the COUNTY.
- c. Group Counseling Sessions: The number of participants shall not exceed fifteen (15) per session, except on an emergency basis when the maximum limit is seventeen (17) participants. Only program participants will attend group counseling sessions. Sessions will be interactive in nature and facilitated by program staff.
- d. Individual Face-to-Face Interviews: Individual interviews with each first offender program participant will be used to monitor participant progress, identify problems which may be barriers to program completion, and refer participants to ancillary services when appropriate. Interviews will be a minimum of fifteen (15) minutes in duration.
- e. Length of Program:
 1. Wet and Reckless offenders will receive a minimum of twelve hours of education.
 2. First offenders with a BAC of less than .20 will complete a minimum of three months of program activities consisting of a minimum of 30 hours of education and group sessions.
 3. First offenders with a BAC of more than .20 will complete a minimum of six months of program activities consisting of a minimum of 45 hours.
- f. Monitoring of Client Participation: The program shall maintain comprehensive monitoring and verification of client compliance with program rules and regulations and return of client to the Superior and Municipal Court for non-compliance. Any driving under the influence participant who fails to complete the program, and who has been inactive for more than two (2) years, will not be readmitted to the program unless the participant has been granted an approved leave of absence by the Alcohol and Drug Program Administrator or designee, or the participant can verify the reason for the absence was treatment in a residential substance abuse program, or incarceration. If these extenuating circumstances are not met, the participant shall begin the program again, from the beginning, and will not be given credit for past attendance or prior paid fees.

2. Multiple Offender Drinking Driver Program:

A twelve (12) month multiple offender drinking driver program will be required for those persons arrested prior to January 1, 1990 or those currently enrolled in a twelve (12) month program. Only persons arrested after January 1, 1990, will be required to complete an eighteen (18) month program. The purpose of the additional six (6) months of program participation is to provide for community re-entry supervision. All elements of the twelve (12) month core program must be completed by the participant before entering the re-entry program. Specific components of the program to include the following:

- a. Intake Interview
- b. Individual Face-to-Face Interviews - A minimum of twenty-four (24) face-to-face bi-weekly interviews with each participant for the duration of the first twelve (12) months of the core program.
- c. Educational Sessions - A minimum of twelve (12) hours of regularly scheduled educational sessions, not to exceed three (3) hours in length at any one session, for the duration of the first twelve (12) months of the core program.
- d. Group Counseling Sessions - A minimum of fifty-two (52) hours of group counseling sessions, not to exceed two (2) hours in length at any one session, for the duration of the first twelve (12) months of the core program.
- e. Community Reentry Program - A maximum of six (6) hours of counseling following the completion of the twelve (12) month core program. These sessions will consist of one (1) hour of group counseling to be conducted each month and continuing through the remainder of the final six (6) months of the eighteen (18) month program focusing on participation in self-help groups, employment, family, and other areas of self-improvement.
- f. Monitoring of Client Participation - It is mandatory that the program maintains comprehensive monitoring and verification of client compliance with program rules and regulations and return of client to the Municipal court for non-compliance. Any Drinking Driver participant who fails to complete the program and has been inactive more than two (2) years will not be readmitted unless the participant has been granted an approved leave of absence by the Alcohol and Drug Program Administrator or his designee, or the participant can verify that the reason for absence was treatment in a residential substance abuse program, or incarceration.
- g. All enrollees in a Yolo County DUI program must complete a two-hour Victim Impact Panel presented by volunteers associated with Mothers Against Drunk Driving.

B. Staffing

1. Program staff and interns who conduct individual or group counseling sessions, intake interviews, face-to-face interviews, or assessments of participants' alcohol and / or other drug problems shall have the minimum amount of experience required by the applicable regulations or standards.
- 2.

C. Expected Outcomes:

The Contractor is expected to complete the described services for all persons who are enrolled in the program, as well as satisfactorily fulfill all other contractual requirements. DUI program outcomes will focus on reduction of substance use disorder and related offenses, e.g. incarceration rates, fines and insurance costs.

**EXHIBIT C TO AGREEMENT
between the COUNTY OF YOLO
hereinafter referred to as "COUNTY", and
SAFETY CENTER, INCORPORATED
hereinafter referred to as "CONTRACTOR"**

BUDGET AND FISCAL PROVISIONS

I. BUDGET

- A. The full assessed fees for the first offender and multiple offender drinking driver programs is to be set at a maximum of the following:

August 1, 2010 through June 30, 2012:

1. Eighteen (18) month program \$1,617 per client
2. Nine (9) month program \$1,061 per client
3. Six (6) month program \$786 per client
4. Three (3) month program \$593 per client
5. Wet & Reckless program \$261.00 per client

July 1, 2012 through June 30, 2017:

1. Eighteen (18) month program \$1,617 per client
2. Nine (9) month program \$1,061 per client
3. Six (6) month program \$786 per client
4. Three (3) month program \$593 per client
5. Wet & Reckless program \$261.00 per client
6. Leave of Absence \$20.00 per client
7. Document Research Fee \$15.00 per client

- B. Direct and indirect costs incurred by COUNTY in monitoring, evaluating, and/or auditing the provided services shall be reimbursed by CONTRACTOR to COUNTY. The reimbursement amount is established at 5% of the fees collected from first offender clients and 5% of the fees collected from multiple offender clients. Said reimbursement shall be paid by CONTRACTOR to COUNTY at least quarterly within 30 days after conclusion of the quarter.

- C. As identified in current Health and Safety Code (HSC) and California Code of Regulations (CCR), Title 9, the County is primarily responsible to ensure fiscal integrity of licensed DUI programs as follows:

1. Health and Safety Code
11837.6 Program and Fiscal Integrity; County Monitoring
(a) The major responsibility for assuring programmatic and fiscal integrity of each program rests with the county alcohol and drug program administrator of each county utilizing a program pursuant to this chapter.
2. CCR, Title 9. Rehabilitative and Developmental Services Division 4, Department of Alcohol and Drug Programs (Now DHCS) Chapter 3, Programs for Alcohol and Drug Impaired Drivers Subchapter 2, Licensure of DUI Programs Sections 9801.5-9816 further details requirement for DUI

program licensure in California. Specific to county responsibilities, Section 9801.5 further states the following:

§ 9801.5. County Responsibilities.

(a) Consistent with chapter 9, section 11837.6 of the Health and Safety Code, the county board of supervisors shall:

- i. Review, at its option, any new applications for licensure as DUI program and forward all applications recommended for licensure through the county alcohol and drug program administrator to the Department for final review and approval. As part of the recommendation, in accordance with Section 9805, the county board of supervisors shall include a statement assuring there is a need for a new DUI program in the county and assuring that the establishment of an additional DUI program will not jeopardize the fiscal integrity of existing licensed DUI programs.
- ii. Assure the Department in writing of the programmatic and fiscal integrity of the DUI programs the county has recommended for licensure.