

**Second Amendment
FY 16-19**

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for services of Independent Contractor, referenced as number **BC 17-051**, by and between the County of Santa Barbara (County) and **Aegis Treatment Center, LLC.**, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, this Second Amended contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2016 and the First Amended Contract approved by the Board of Supervisors in April 2018, except as modified by this Second Amended Contract;

Whereas, due to a delay in the implementation of the Organized Delivery System (ODS), FY 18-19 Alcohol and Drug Programs have been budgeted for a six (6) month allocation through December 2018.

Whereas, Mental Health & Substance Use Disorder Services (MHSUDS) Information Notice No. 16-023 and Information Notice No. 17-036 were issued regarding the transition from county of service to county of responsibility model of service delivery;

Whereas, County is adding language to the Agreement in order to clarify the transition of Drug Medi-Cal (DMC) claims reimbursement from county of service to county of residence and to establish the process Contractor shall follow when County of Santa Barbara Medi-Cal beneficiaries receive services at Contractor's clinics located in other counties.

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

I. Delete Section 4. Term, of the Agreement and replace with the following:

4. Term.

Contractor shall commence performance on 7/1/2016 and end performance upon completion, but no later than 12/31/2018 unless otherwise directed by County or unless earlier terminated.

II. In Exhibit A, Statement of Work, delete Section 1. Program Summary, and replace with the following:

1. Program Summary. Contractor provides Narcotic Replacement Therapy (NRT or Methadone maintenance) and Outpatient Methadone Detoxification (OMD) services for adult narcotic dependent individuals (hereafter, "the Program"). Narcotic Treatment Programs (NTP) are medical model services, and clinically supervised by board certified medical doctors. NTP services include methadone dosing and counseling services that are not necessarily time limited. Counseling services can be either individual and/or group services. NTP programs have specific treatment

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assessment and planning criteria that must be followed. The Program shall be licensed as a Narcotic Treatment Program.

Contractor shall provide a program of Drug Medi-Cal outpatient NRT services to County Medi-Cal beneficiaries in the County of Santa Barbara. County Medi-Cal beneficiaries may receive services at Contractor's clinic locations in other counties, as needed.

III. In Exhibit A, Statement of Work, add the following new subsections C and D to Section 15. Billing Documentation:

15. Billing Documentation.

C. Claims for NTP services provided to County Medi-Cal beneficiaries at Contractor's clinic locations that exists outside of the County shall be reimbursed by County provided that Contractor complies with the following:

- i. Contractor shall verify beneficiary's address to ensure that beneficiary has not moved to county of service. If beneficiary has moved, Contractor shall assist him/her with changing Medi-Cal to new county.
- ii. Contractor shall prompt beneficiary to transfer to NTP services in county of residence and ensure beneficiary has a smooth transition to Santa Barbara County clinic location.
- iii. Contractor shall follow the instructions for New Facilities which can be found on the County website at <http://www.countyofsb.org/behavioral-wellness/manuals.sbc>.

D. County shall not reimburse Contractor for any claims for NTP services provided to beneficiaries from other counties. Only claims for NTP services provided to Santa Barbara County Medi-Cal beneficiaries shall be paid.

IV. Delete section II. Maximum Contract Amount of Exhibit B, Financial Provisions, and replace with the following:

II. Maximum Contract Amount.

The Maximum Contract Amount of this Agreement shall not exceed \$3,900,000 for FY 16-17, \$4,320,000 for FY 17-18, and \$2,160,000 for FY 18-19, for a total maximum contract amount not to exceed \$10,380,000, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

V. Delete Exhibit B-1 ADP, Schedule of Rates and Contract Maximum, and replace with the following:

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Exhibit B-1 Schedule of Rates and Contract Maximum							
CONTRACTOR NAME: Aegis						FISCAL YEAR: 2016-19	
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Drug Medi-Cal Billable Services	Outpatient	15	NTP - Methadone	Daily	20	48	\$13.11
			NTP Individual Counseling	10 min	26	48	\$15.37
			NTP Group Counseling	10 min	28	48	\$3.43
					PROGRAM		
					Narcotic Treatment Program		TOTAL
					July 1, 2018 to December 31, 2018		
GROSS COST:				\$ 2,160,000			\$ 2,160,000
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							\$ -
CONTRIBUTIONS							\$ -
OTHER (LIST):							\$ -
TOTAL CONTRACTOR REVENUES				\$ -	\$ -		\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:				\$ 2,160,000	\$ -		\$ 2,160,000
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**							
Drug Medi-Cal				\$ 2,160,000			\$ 2,160,000
Realignment/SAPT - Discretionary							\$ -
Realignment/SAPT - Perinatal							\$ -
Realignment/SAPT - Adolescent Treatment							\$ -
Realignment/SAPT - Primary Prevention							\$ -
CalWORKS							\$ -
Other County Funds							\$ -
FY16-17 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ 3,900,000			\$ 3,900,000
FY17-18 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ 4,320,000			\$ 4,320,000
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ 2,160,000	\$ -		\$ 2,160,000
TOTAL CONTRACT AMOUNT PAYABLE:				\$ 10,380,000	\$ -		\$ 10,380,000
CONTRACTOR SIGNATURE:							
STAFF ANALYST SIGNATURE:							
FISCAL SERVICES SIGNATURE:							
**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources							

VI. All other terms remain in full force and effect.

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Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Aegis Treatment Centers, LLC.

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

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

AEGIS TREATMENT CENTERS, LLC

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management