



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

November 13, 2018

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

BEHAVIORAL WELLNESS

File Reference No. 18-00915

RE: Consider recommendations regarding the Behavioral Wellness Alcohol and Drug Program service contract with Aegis Treatment Centers, LLC for substance use disorder services under the Drug Medi-Cal Organized Delivery System (DMC-ODS), Fiscal Year (FY) 2018-2021, as follows:

a) Approve and authorize the Chair to execute an Agreement for services of Independent Contractor with the Aegis Treatment Centers, LLC (Aegis) (not a local vendor), to deliver substance use disorder services under the DMC-ODS, for a multi-year contract total not to exceed \$10,850,000.00 for the period December 1, 2018 through June 30, 2021; and

b) Determine that the above actions are organizational or administrative actions of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(5) of the California Environmental Quality Act (CEQA) guidelines.

A motion was made by Supervisor Wolf, seconded by Supervisor Lavagnino, that this matter be Acted on as follows:

a) Approved and authorized; Chair to execute;

b) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, and Supervisor Lavagnino

Absent: 1 - Supervisor Adam



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: November 13, 2018
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Alice Gleghorn, PhD, Director
Director(s) Behavioral Wellness, 681-5220
Contact Info: Pam Fisher, PsyD, Deputy Director of Clinical Operations
Behavioral Wellness, 681-5220

SUBJECT: Behavioral Wellness Alcohol and Drug Program – Aegis Treatment Centers, LLC.
Drug Medi-Cal Organized Delivery System (DMC-ODS) FY 18-21 Service
Contract

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Manager

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute an Agreement for services of Independent Contractor with the **Aegis Treatment Centers, LLC** (Aegis) (not a local vendor), to deliver substance use disorder services under the DMC-ODS, for a multi-year contract total not to exceed **\$10,850,000** for the period December 1, 2018 through June 30, 2021.
- B. Determine that the above actions are organizational or administrative actions of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(5) of the California Environmental Quality Act (CEQA) guidelines.

Summary Text:

Behavioral Wellness only budgeted for a six (6) month Alcohol and Drug Program (ADP) allocation under DHCS Agreement No. 17-19102 for FY 18-19, to ensure continuity of care during a delay in the implementation of the Organized Delivery System (ODS). However, on October 16, 2018, the Board of Supervisors approved the Intergovernmental Agreement No. 18-95148 between DHCS and Behavioral Wellness to deliver substance use disorder services under the DMC-ODS, effective December 1, 2018. At that time we shared with the Board of Supervisors that once Behavioral Wellness implements ODS, the ADP portions of FY 18-19 contracts would be either amended or terminated based on the services approved under DMC-ODS. The DMC-ODS Agreement No. 18-95148 (FY 18-21) wholly replaces Agreement No. 17-94102 (FY 17-20) (see Attachment B, Notice from DHCS).

The above referenced contract is on the agenda to request approval of a new contract for Aegis to deliver mandatory substance use disorder services under DMC-ODS. Approval of the recommended actions will allow Behavioral Wellness to continue to provide mandated substance use and ancillary services to clients needing care.

Background: The Santa Barbara County Department of Behavioral Wellness provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part through contracted providers including Community-Based Organizations (CBOs). Behavioral Wellness contracted with Aegis (BC 17051), to deliver ADP services through December 31, 2018 under the DHCS ADP Agreement No. 17-19102. With the Board of Supervisors and DHCS approval of the Behavioral Wellness Intergovernmental Agreement No. 18-95148 to deliver substance use disorder services under the DMC-ODS, this contract needed to be re-issued to incorporate the new DMC-ODS state and federal regulations.

On October 15, 2018, Behavioral Wellness received a cancellation notice effective November 30, 2018, from DHCS of Agreement No. 17-94102 (Attachment B). All obligations to provide covered services under Agreement No. 17-94102 will automatically terminate on November 30, 2018. The County of Santa Barbara will be responsible for providing or arranging for covered services to beneficiaries until the effective date of cancellation. Behavioral Wellness has provided detailed instructions, training and support to providers to seamlessly transition clients over to DMC-ODS services. The State will remain liable for processing and paying invoices for covered services prior to the cancellation until all obligations have been met. .

A new contract needed to be established in order to submit billings under the DMC-ODS due to the new enhanced services and rates. Under DMC-ODS, the contracted provider will provide the following mandated substance use disorder services:

Aegis Treatment Centers (Aegis): shall provide Opioid Treatment Program (OTP/NTP) services for adult (age 18 and over) narcotic dependent individuals.

The treatment services provided under OTP includes: OTP Detoxification Treatment-Buprenorphine dosing for detoxification and planned withdrawal from narcotic drug dependence; OTP Maintenance Treatment- Methadone or Buprenorphine dosing, individual and/or group counseling; OTP Prescription Medications- such as Methadone, Buprenorphine, Disulfiram, and Naloxone; Medical Supervision; and Drug Screening.

Aegis' sites in Santa Barbara and Santa Maria are DMC certified to provide American Society of Addiction Medicine (ASAM) Level 1 Opioid Treatment Program (OTP) services.

Contract Renewals and Performance Outcomes:

Aegis

Aegis provides outpatient methadone treatment for opioid recovery to an average of 746 clients per quarter. Due to the nature of the treatment they provide, they are closely monitored by State and Federal agencies, in addition to the Department of Behavioral Wellness. Aegis maintains a sophisticated Electronic Health Record system, from which they readily produce data for outcome monitoring. Aegis has performed well, having met and/or exceeded three of their four outcome goals for FY 17-18.

	Goal	Actual		Average
		Q1	Q2	
Clients will have a complete physical examination	100%	100%	100%	100%
Clients will stop using drugs of abuse other than the prescribed narcotic replacement <i>(for those in Tx =>6 months)</i>	75%	81%	80%	80.5%
Decrease client incarceration rates <i>(for those in Tx =>1 yr)</i>	50%	51%	37%	44%
Successful Completion of Tx (discharges)	20%	37%	38%	37.5%

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY 18-19 Cost:</u>	<u>Current FY 19-20 Cost</u>	<u>Current FY 20-21 Cost</u>
General Fund			
State	\$1,225,000	\$2,100,000	\$2,100,000
Federal	\$1,225,000	\$2,100,000	\$2,100,000
Fees			
Other:			
Total	\$2,450,000	\$4,200,000	\$4,200,000
Grand Total			\$10,850,000

Narrative: The above reference contract is funded by State and Federal funds. The funding sources are included in the FY 18-19 Adopted Budget. For FY 19-20 and FY 20-21 the budget is contingent on Board approval.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

Special Instructions:

Please email one (1) complete executed contract and one (1) minute order to cfoschaar@sbcbswell.org and bwellcontractsstaff@co.santa-barbara.ca.us

Attachments:

Attachment A: Aegis FY 18-21 DMC-ODS BC

Attachment B: DHCS Cancellation Notice Agreement No. 17-94102

Authored by:

A. Foschaar

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

AEGIS TREATMENT CENTERS, LLC

FOR

ALCOHOL AND DRUG PROGRAMS

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STANDARD TERMS
AND CONDITIONS

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and **Aegis Treatment Centers, LLC** with an address at 7246 Remmet Ave., Canoga Park, CA 91303 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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. Alex Dodd at phone number 818-206-0360 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
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Alex Dodd, President and CEO
 Aegis Treatment Centers, LLC
 7246 Remmet Ave.
 Canoga Park, CA 91303
 Phone: 818-206-0360
 Fax: 818-206-0370

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 attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 12/01/2018 and end performance upon completion, but no later than 06/30/2021 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance 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.

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, 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 such business records pursuant to 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 the final 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. All accounting records shall

be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). In addition, pursuant to Title 42, Code of Federal Regulations, section 438.3, subdivision (h), Contractor must make available at any time for inspection and audit any records or documents, as well as the premises, physical facilities, and equipment where Medi-Cal-related activities or work is conducted, for ten (10) years from the final date of the this Agreement or from the date of completion of any audit, whichever is later. 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 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. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon Termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

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

21. SEVERABILITY.

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

22. REMEDIES NOT EXCLUSIVE.

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

23. TIME IS OF THE ESSENCE.

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

24. NO WAIVER OF DEFAULT.

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

25. ENTIRE AGREEMENT AND AMENDMENT.

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

26. SUCCESSORS AND ASSIGNS.

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

27. COMPLIANCE WITH LAW.

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

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. MANDATORY DISCLOSURE.

A. Violations of Criminal Law. Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 and/or 2 CFR §200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. 3321.)

B. Ownership or Controlling Interest.

Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.

If required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

36. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.

A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

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SIGNATURE PAGE FOLLOWS

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 Agreement to be effective on December 1, 2018.

COUNTY OF SANTA BARBARA
By: [Signature]
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS
Date: 11/13/18

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: [Signature]
Deputy Clerk
Date: 11-13-18

CONTRACTOR:
Aegis Treatment Centers, LLC

By: [Signature]
Authorized Representative
Name: Thaiphong Vo
Title: In-House Counsel
Date: October 29, 2018

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: [Signature]
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: [Signature]
Risk Management
on behalf of Ray
Aromatorio

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – ADP STATEMENT OF WORK

EXHIBIT A-1 General Provisions: ADP

EXHIBIT A-2 Opioid Treatment

ATTACHMENT E - Program Goals, Outcomes and Measures

EXHIBIT B - FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Rates and Contract Maximum

EXHIBIT B-3 Sliding Fee Scale

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: ADP
GENERAL PROVISIONS

The following terms shall apply to all programs operated under this Agreement for Services of Independent Contractor:

1. PERFORMANCE.

- A. Compliance with County, State and Federal Requirements.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4, the Code of Federal Regulations Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.
- B. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.** Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and State Department of Healthcare Services (DHCS) for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number 18-95148, available at <http://countyofsb.org/behavioral-wellness>.
- C. Compliance with SAPT Requirements.** Contractor shall abide by all applicable provisions of the State SAPT Block Grant Agreement (Number 17-94159) and all relevant provisions of law governing Substance Abuse Prevention and Treatment Block Grants, including but not limited to the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III.

2. STAFF.

- A. Training.** Contractor shall provide training, including through attendance at County-sponsored training sessions as available, to each Program staff member, within thirty (30) days of the date of hire regarding the following:
- 1. For Treatment Programs:**
- i. County Management Information System (MIS) system, including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system,
 - ii. HIPAA Training;

- iii. Code of Conduct Training;
 - iv. Drug Medi-Cal Documentation Standards Training; and
 - v. All applicable evidence-based treatment models and programs as agreed between provider and County in writing.
- B. Experienced Staff for Direct Client Services.** Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.
- C. Documentation Training Required for Clinical Staff.** Contractor shall ensure that each staff member providing clinical services attends the County’s training sessions regarding documentation requirements, including but not limited to Drug Medi-Cal and other related State, Federal and local regulations.
- D. SUD-Specific Training Required.** All direct service staff who provide direct SUD treatment services are required to attend the following SUD-specific trainings at least once per year:
- 1. DMC-ODS Continuum of Care
 - 2. Title 22 Rules and Regulations
 - 3. ASAM Screening and Multidimensional Assessment
 - 4. Motivational Interviewing
 - 5. Cognitive Behavioral Therapy/Counseling
 - 6. Cultural Competency
- E. ASAM e-Training.** All direct service SUD treatment staff are required to complete two e-Training modules entitled “ASAM Multidimensional Assessment” and “From Assessment to Service Planning and Level of Care” prior to providing DMC-ODS services.
- F. 18 CEU Hours Alcohol and Other Drug Clinical Training.** All direct service staff who provide direct SUD treatment services are required to complete a minimum of 18 CEU hours of alcohol and other drug specific clinical training per year.
- G. Continuing Medical Education in Addiction Medicine.** Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.
- H. Overdose Prevention Training.** Contractor shall:
- 1. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
 - 2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

- I. **Notice of Staffing Changes Required.** Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.B. (Reports). Contractor shall notify bwelcontractsstaff@co.santa-barbara.ca.us and bweladpteam@sbcbbwell.org within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- J. **Staff Background Investigations.** At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- K. **Staff Removal for Good Cause Shown.** County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.
- L. **Denial or Termination of Facility Access.** County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- M. **Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.**

- A. **Obtain and Maintain Required Credentials.** Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(s) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Alcohol and Drug Program in alignment with *Department Policy # 4.015 Staff Credentialing and Licensing*.

- B. **Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 CCR, Section 13015).
- C. **Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy # 4.015 Staff Credentialing and Licensing*.
- D. **Prohibited Providers.** Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act.
- E. **Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.

4. REPORTS.

- A. **Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:
 - 1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (CFR) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed not later than 10 calendar days from the last day of the month.
 - 2. Complete Cal OMS County Admission Forms and Cal OMS County Discharge Forms in the County MIS system for each client within 30 days from admission/discharge.
 - 3. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.
- B. **Staffing.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.

C. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:

1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes;
3. The number of active cases and the number of clients admitted or discharged;
4. The Measures described in Attachment E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Attachment E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs; and
5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.

D. **Additional Reports.** Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

5. BILLING DOCUMENTATION.

A. **Enter Claims Using County MIS System.** Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF – Group, and Rehabilitative/Ambulatory ODF – Individual services, as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

B. Notice Provided if MIS Offline. In the event that the MIS system is offline, County will notify providers within 24 hours for reporting purposes.

6. DRUG MEDI-CAL VERIFICATION.

Contractor shall be responsible for verifying client's Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

7. CONFIDENTIALITY.

A. Maintain Confidentiality. Contractor agrees to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 42 CFR section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

B. No Publication of Client Lists. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

A. Support Active Involvement. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Maintain Grievance Policy/Procedure. Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints and complaints and shall comply with *Department Policy # 4.020 Client Problem Resolution Process*.

9. CULTURAL COMPETENCE.

A. Report on Capacity. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:

1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.

- B. Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- D. Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language.
- F. Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

10. NOTIFICATION REQUIREMENTS.

- A. Notice to QCM.** 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. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #28, Unusual Occurrence Incident Report*.
- B. Notice to Compliance Hotline.** 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. **Notice to Case Manager/Regional Manager/Staff.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. **Notice to Contracts Division.** Contractor may contact the Behavioral Wellness Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. **Definition of "Immediately."** "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).

11. MONITORING.

- A. **County Monitoring Process.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 18-95148, and the State SAPT Block Grant Agreement, Number 17-94159, Section 3 of Exhibit A, Attachment I. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.
- B. **Periodic Review Meetings with Contractor.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.
- C. **County Corrective Action Plan.** Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAP's shall be submitted within the required timeframes and shall be documented on Contractor letterhead, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

12. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

13. ADDITIONAL PROGRAM REQUIREMENTS.

A. Coordination of Services. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.

B. Recovery Environment. Contractor shall provide a safe, clean and sober environment for recovery.

C. Provide DMC-ODS Beneficiary Handbook to Clients. Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in paper form without charge upon request within five business days and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 CFR Section 438.10(g)(2)(xi) about the grievance and appeal system.

D. Provide Materials in English and Spanish. Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and program curriculum.

E. Maintain Provider Directory. Contractor shall maintain a provider directory on their agency website listing licensed individuals employed by the provider to deliver DMC-ODS services; the provider directory must be updated at least monthly to include the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/ modalities provided;
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;

11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

F. Specific Curricula:

1. Contractor shall stay informed on, and implement current evidence-based practice curriculum that is approved by the County, in providing treatment services.
2. Contractor shall provide Seeking Safety (training provided by County) or other trauma-informed services where indicated.
3. Contractor shall utilize Motivational Interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing treatment services (training provided by County).
4. Contractor shall utilize Cognitive Behavioral Treatment (CBT) in providing treatment services (training provided by County).

G. Support Groups. Contractor shall refer clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.

H. Tuberculosis (TB) Screening. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.

I. Referral to Perinatal Specialized Services. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.

J. Compliance with Requirements. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.

K. Compliance with Grant Requirements. Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.

L. Attendance at Department ADP Provider Meetings. Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support in addressing treatment concerns.

M. Recordkeeping Requirements. Contractor shall retain, as applicable, the following information for a period of no less than 10 years:

1. Beneficiary grievance and appeal records specified in 42 CFR section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 18-95148 including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.
 - ii. The date received.
 - iii. The date of each review, or if applicable, review meeting.
 - iv. Resolution at each level of the appeal or grievance, if applicable.
 - v. Date of resolution at each level, if applicable.
 - vi. Name of the covered person for whom the appeal or grievance was filed.
2. Data, information and documentation specified in 42 CFR sections 438.604, 438.606, 438.608, and 438.610.
3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).

N. Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.) To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement between the State and the Department, Agreement # 18-95148.

14. DEFINITIONS.

The following terms as used throughout this Agreement shall have the meanings as set forth below.

- A. Drug Medi-Cal Organized Delivery System (DMC-ODS).** The DMC-ODS is a Medi-Cal benefit in counties choosing to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who are Medi-Cal eligible, meet the medical necessity criteria, and reside in Santa Barbara County. These services include Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment Services, Opioid (Narcotic) Treatment Programs, Withdrawal Management, Naltrexone Treatment, Recovery Services and Case Management Services.
- B. CalWORKs.** CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment

for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.

C. Licensed Practitioners of the Healing Arts (LPHA). Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. LPHA shall receive a minimum of five hours of continuing medical education related to addiction medication each year. Licensed Practitioners of the Healing Arts (LPHA) include:

1. Physicians
2. Nurse Practitioners
3. Physician Assistants
4. Registered Nurses
5. Registered Pharmacists
6. Licensed Clinical Psychologists
7. Licensed Clinical Social Workers
8. Licensed Professional Clinical Counselors
9. Licensed Marriage and Family Therapists
10. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

D. Substance Abuse Treatment Court (SATC). SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 Section 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

E. Substance Abuse Mental Health Services Administration (SAMHSA). SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

15. **PROHIBITED AFFILIATIONS (42 CFR §438.610).**

A. Debarred, Suspended or Otherwise Excluded from Federal Contracts. Contractor shall not knowingly have a relationship of the type described in paragraph (C) of this subsection with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (A)(1) of this section.

B. Excluded from Federal Health Care Programs. Contractor shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Social Security Act.

C. “Relationships” Defined. The relationships described in paragraph (A) of this section, are as follows:

1. A director, officer, or partner of the Contractor.
2. A subcontractor of the Contractor, as governed by 42 CFR §438.230.
3. A person with beneficial ownership of five percent or more of the Contractor’s equity.
4. A network provider or person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor’s obligations under this Agreement.

D. Written Disclosure Required. Contractor shall provide County with written disclosure of any prohibited affiliation under this section, and County or DHCS may pursue any remedies provided by law and under the Intergovernmental Agreement Exhibit A, Attachment I, Section II. H.6.iv.

16. **STATE CONTRACT COMPLIANCE.**

A. Additional Contract Restrictions. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).

1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to

the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

2. In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.
- C. Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- D. No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drug and alcohol- related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce these requirements.
- E. Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 18-95148 (or as identified in Document 1F(a) to the Intergovernmental Agreement, Reporting Requirement Matrix for Counties).
- F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
- G. Debarment and Suspension.** Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989, p. 235), “Debarment and Suspension.” SAM exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- H. Restriction on Distribution of Sterile Needles.** No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting-drug-users with Substance Abuse Prevention and Treatment Block Grant funds.
- I. Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Contract is subject to the HIPAA, then Contractor

shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement between the Department and the State (Agreement # 18-95148), the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements.

- i. **No Changes.** County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- ii. **No Additions.** County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- iii. **No Unauthorized Uses.** County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
- iv. **No Changes to Meaning or Intent.** County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards.

County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing.

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies.

County agrees to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate

deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention.

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log.

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

J. Nondiscrimination and Institutional Safeguards for Religious Providers. In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 CFR Part 54, Contractor is required to submit to the County ADP Program Manager, the “Survey on Ensuring Equal Opportunity for Applicants” form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor’s program. Referrals that were made due to the religious nature of the Contractor’s program shall be submitted within three (3) days to the County.

K. Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

L. Cultural and Linguistic Proficiency. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2).

- M. Intravenous Drug Use (IVDU) Treatment.** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(96.126(e))).
- N. Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 2. Reduce barriers to patients' accepting TB treatment; and
 3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
- O. Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the contract is in effect; (b) Procures a commercial sex act during the period of time that the contract is in effect; or (c) Uses forced labor in the performance of the contract or subcontracts under the contract, in accordance with TVPA of 2000 and in accordance with Behavioral Wellness Policy and Procedure found at: <http://www.countyofsb.org/behavioral-wellness/policies>. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- P. Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.
- Q. Youth Treatment Guidelines.** Contractor will follow the California Youth Treatment Guidelines available at http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf and incorporated by this reference, in developing and implementing youth treatment programs funded under this Exhibit, until such time as new Youth Treatment

Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

R. Perinatal Practice Guidelines FY 18-19.

1. Pursuant to 45 CFR 96.124(c)(1)-(3) the County shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The County shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The County shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County share of SAPT Block Grant Women Services Expenditure Requirement.)
2. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The “*Perinatal Practice Guidelines*” are incorporated by reference. The Contractor must comply with the current version of these guidelines’ until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this contract shall not require a formal amendment.
3. Contractors receiving SABG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.
4. Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2014, promulgated under 45 CFR 96.137. The “*Perinatal Services Network Guidelines 2014*” are incorporated by reference. Contractor shall comply with the “*Perinatal Practice Guidelines FY 18-19*” (http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf) until new *Perinatal Practice Guidelines* are established and adopted. The incorporation of any new *Perinatal Practice Guidelines* into this contract shall not require a formal amendment.
5. All SAPT/SABG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.
6. Contractor must directly provide, or provide a referral for, the following services:
 - i. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
 - ii. Primary pediatric care, including immunization, for their children;

- iii. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
- iv. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
- v. Sufficient case management and transportation to ensure that women and their children have access to services.

S. **Byrd Anti-Lobbying Amendment (31 USC 1352)**. Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award.

T. **Nondiscrimination in Employment and Services**. By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. **Federal Law Requirements**. Contractor shall comply with all applicable Federal laws including:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
3. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
4. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
5. Age Discrimination in Employment Act (29 CFR Part 1625).
6. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

8. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
10. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
15. Section 1557 of the Patient Protection and Affordable Care Act.
16. Contractor shall comply with the conflict of interest safeguards described in 42 CFR section 438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.

V. State Law Requirements. Contractor shall comply with all applicable State laws including:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

W. Investigations and Confidentiality of Administrative Actions.

1. Contractor acknowledges that if it is under investigation by DHCS or any

other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

X. Additional Federal and State Requirements. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Y. Regulations and Guidelines. Contractor shall comply with the following regulations and guidelines:

1. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and
6. Title 22, CCR, sections 51000 et seq.
7. HSC, Division 10.5, commencing with Section 11760
8. Title 9, Division 4, Chapter 8, commencing with Section 13000
9. Government Code Section 16367.8
10. Title 42, CFR, Sections 8.1 through 8.6
11. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
12. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

Z. Control Requirements. Contractor shall establish written policies and procedures consistent with the requirements:

1. HSC, Division 10.5, commencing with Section 11760.
2. Title 9, Division 4, Chapter 8, commencing with Section 13000.

3. Government Code Section 16367.8.
4. Title 42, CFR, Sections 8.1 through 8.6.
5. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
6. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

EXHIBIT A-2
STATEMENT OF WORK: ADP
OPIOID TREATMENT

1. PROGRAM SUMMARY.

Contractor shall provide Opioid Treatment Program (OTP) services for adult (age 18 and over) narcotic dependent individuals (hereafter, "the Program"). Contractor will also provide buprenorphine as a detoxification or maintenance medication. Opioid Treatment Programs (OTP) are medical model services, and clinically supervised by board certified medical doctors. OTP services include methadone dosing and counseling services that are not necessarily time limited. Counseling services can be either individual and/or group services. OTP programs have specific treatment assessment and planning criteria that must be followed. The Program shall be licensed as a Narcotic Treatment Program and Drug Medi-Cal certified.

- A. Provider shall primarily provide contracted services at the sites identified below. Additionally, upon Provider's determination of a hardship for the beneficiary, subject to the review, monitoring, and audits of DHCS and County, Provider shall provide and County shall accept and reimburse Provider for the provision of Opioid Treatment Program Services to County Medi-Cal eligible residents at Provider's licensed treatment locations throughout California.

- B. The Program will be located at:
 - i. 4129 State St., Suite B, D, E and F Santa Barbara, CA 93110; and

 - ii. 115 E. Fesler St. Santa Maria, CA 93454.

2. PROGRAM GOALS.

- A. Promote self-sufficiency and empower substance users to become productive and responsible members of the community;
- B. Reduce recidivism and increase community safety;
- C. For Detoxification services:
 - 1. The purpose of detoxification is to provide a safe withdrawal from the drug(s) of dependence and enable the individual to become drug free;
 - 2. Detoxification services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

3. SERVICES.

The Contractor shall provide:

A. Opioid Treatment Program (OTP) Services. OTP includes the following services:

1. **OTP Detoxification Treatment - Dosing and Counseling Services** - for the sole purpose of detoxification and the planned withdrawal from narcotic drug dependence. In OTP Detoxification Treatment, replacement narcotic therapy is used in decreasing, medically determined dosage levels for a period not more than 21 days, to reduce or eliminate opiate addiction, while the client is provided treatment services.
2. **OTP Maintenance Treatment - Dosing and Counseling Services** – includes methadone or buprenorphine, group and individual counseling. OTP Maintenance is used in sustained, stable, medically determined dosage levels for a period in excess of 21 days, to reduce or eliminate chronic opiate addiction, while the client is provided a comprehensive range of treatment services.
3. **OTP Prescription Medications** - Opioid Treatment Programs are required to offer and prescribe medication to clients, covered under the DMC-ODS formulary including:
 - i. **Methadone.** Contractor shall provide Methadone as a replacement therapy or for a planned detoxification.
 - ii. **Buprenorphine** - an opioid agonist-antagonist medication (Suboxone) or a pure opioid agonist (Subutex) used to treat opioid use disorders. Buprenorphine can be indicated for opioid detox or as a maintenance medication. Suboxone has a “ceiling effect” that can mitigate excessive use or overconsumption and does not require observed daily dosing in an OTP clinic. Subutex is commonly restricted to pregnant clients.
 - iii. **Disulfiram** – a medication used to treat alcohol use disorder. Disulfiram prevents the metabolism of alcohol, thus discouraging drinking making a client sick when alcohol is consumed
 - iv. **Naloxone** – a fast-acting opioid antagonist, administered as a nasal spray or injectable, to reverse opioid overdose. Naloxone administration immediately reverses the agonist effects of opioid intoxication, respiratory depression, throwing a client into immediate life-saving withdrawal.

B. Medical Necessity Determination. Contractor shall provide OTP services to clients if determined medically necessary in accordance with Title 22 California Code of Regulations (CCR) Sections 51303 and 51341.1. Services shall be prescribed by a physician, and are subject to utilization controls, as specified in Title 22 CCR Section 51159. The OTP services shall be directed at stabilization, rehabilitation, and

detoxification of persons who are opiate addicted and have substance abuse diagnoses.

C. Intake, Assessment and Diagnosis.

Contractor shall provide:

1. Client intake;
2. Initial and periodic assessment by qualified personnel, as defined in Title 42 Code of Federal Regulations (CFR) Section 8.12 (d), to determine the most appropriate combination of services and treatment (42 CFR § 8.12 (f)(4));
3. Diagnosis by qualified personnel who have determined, using accepted medical criteria, that the client is currently addicted to an opioid drug, and that the person became addicted at least one (1) year before admission for treatment (42 CFR § 8.12).

D. Medical Supervision.

Contractor shall provide all medical supervision, including an initial full medical examination completed within fourteen (14) days following admission, supervision of Methadone administration (42 CFR § 8.12), laboratory tests, and medical direction (22 CCR § 51341.1).

E. Drug Screening.

Contractor shall provide random urine drug screening at least monthly for every client in maintenance treatment, in accordance with Title 9 CCR Section 10310.

F. Group Counseling.

Contractor shall provide group counseling – Face to face discussion in which one or more therapists or counselors treat four or more clients at the same time, focusing on the needs of the individuals served, as specified in Title 9 CCR 10345. For DMC reimbursement, groups must have a minimum of two (2) and a maximum of twelve (12) persons; at least one (1) must be a Medi-Cal beneficiary. A unit of service is reimbursed in 10-minute increments for group counseling sessions.

G. Individual Counseling.

Contractor shall provide individual counseling – Face to face discussion between a beneficiary and a therapist or counselor, as specified in Title 9 CCR Section 10125, on issues identified in the client's treatment plan. Telephone contacts, home visits and hospital visits do not qualify as Medi-Cal reimbursable units of service. A unit of service is reimbursed in 10-minute increments for individual counseling sessions

H. Medical Psychotherapy.

Contractor may provide medical psychotherapy – Face to face counseling services consisting of a discussion conducted by the Medical Director of the OTP on a one-on-one basis with the patient.

I. Medi-Cal Eligibility Verification.

Contractor shall be responsible for verifying client’s Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

J. Perinatal Services.

Contractor shall provide perinatal substance use disorder treatment services to pregnant and postpartum women and their children. Contractor will provide perinatal services in a “perinatal certified substance use disorder program”, meaning a Medi-Cal certified program which provides substance use disorder services to pregnant and postpartum women with substance use disorder diagnoses. Medical documentation that substantiates the client’s pregnancy and the last day of pregnancy shall be maintained in the client record. Perinatal clients are eligible for longer stays based on medical necessity. Perinatal clients may receive lengths of stay up to the length of the pregnancy and postpartum period (i.e. up to the last day of the month in which the 60th day after the end of pregnancy occurs). Perinatal Services will include:

1. Individual, group counseling and drug testing that is in alignment with the current State of California Perinatal Practice Guidelines, and any updates thereto:
http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf
2. Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
3. Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development;
4. Access to services, such as arrangement for transportation;
5. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
6. Coordination of ancillary services, such as medical/dental, education, social services, and community services.

4. CLIENTS.

- A. Contractor shall provide services as described in Section 3 to adult clients ages 18 and over, up to the funding levels projected in Exhibit B-1 ADP for this Program.
- B. Contractor shall admit clients with co-occurring disorders as appropriate.

5. REFERRALS.

A. Referrals. Contractor shall receive referrals from the Department of Behavioral Wellness, Parole, Probation, Courts, CalWORKs staff, other County agencies, other Substance Use Disorder (SUD) providers, and self-referrals.

1. Contractor shall receive referral via phone, written referral, or walk in.

2. Referrals (other than self-referrals), shall be accompanied by written documentation.

B. Notice to Referral Source. Contractor shall notify the referral source, within 7 days of being informed by the client of his or her being referred for treatment, to confirm that the client has been scheduled for an intake appointment, pending Contractor's determination that substance use disorder services are medically necessary, consistent with Title 22 CCR Sections 51303 and 51341.1.

6. **ADMISSION PROCESS.**

A. Client Interview. Contractor shall interview client to determine client's appropriateness for the Program.

B. Admit Referred Clients. Contractor shall admit clients referred by sources described in Section 5 (Referrals) unless the client meets one or more conditions specified in Section 8 (Exclusion Criteria), or if space is not available in the Program.

C. Admission Packet. At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:

1. Consent to Treatment form, Program rules and guidelines, signed by client;
2. Release of Information form, signed by client;
3. Financial assessment and contract for fees;
4. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:
 - i. Social, economic and family background;
 - ii. Education;
 - iii. Vocational achievements;
 - iv. Criminal history, legal status;
 - v. Medical history;
 - vi. Drug history;
 - vii. Previous treatment.
5. Emergency contact information for client.

D. Notify Referring Party if Client Not Accepted. Contractor shall notify referring party if client is not accepted into the Program, based on Section 8 (Exclusion Criteria), within one business day of receiving the initial referral.

E. Waiting List. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

F. Timely Access Requirements. The Contractor shall ensure a face-to-face appointment within three (3) business days of request for service.

7. DOCUMENTATION REQUIREMENTS.

A. Data Entry Into County's MIS System. Contractor shall enter all California Outcomes Measurement System (CalOMS) treatment data and all other client data required by County into the County's Management Information System (MIS) no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service. The client must be discharged from treatment if there has been no client contact within 30 days. The date of discharge shall be the last face to face contact.

B. Needs Assessment.

Prior to developing a client's initial OTP Maintenance treatment plan, as required in Section 7.C below, the primary counselor shall complete and document in the client's record a needs assessment for the client, which shall include:

1. A summary of the client's psychological and sociological background, including his or her educational and vocational experience.
2. An assessment of the client's needs for:
 - i. Health care as recorded within the overall impression portion of the physical examination;
 - ii. Employment;
 - iii. Education;
 - iv. Psychosocial, vocational rehabilitation, economic, and legal services.

C. Treatment Plans.

1. Initial and Updated Treatment Plans.

Contractor shall complete initial and updated treatment plans in accordance with Title 22, California Code of Regulations (CCR), Section 51341.1 for all OTP clients.

2. OTP Detoxification Treatment Plan Requirements.

OTP Detoxification Treatment Plan Requirements. Contractor shall develop an individualized treatment plan for each client which shall include:

- i. Provisions to assist the client to understand illicit drug addictions and how to deal with them.
- ii. Provisions for furnishing services to the client as needed when the period of detoxification treatment is completed.
- iii. The treatment services required and a description of the role they play in achieving the stated goals.
- iv. The type and frequency of scheduled counseling services.

3. **OTP Maintenance Treatment Plan Requirements.**

Contractor shall develop an individualized treatment plan for each client, as specified in Title 9 CCR Section 10305(b). The treatment plan shall include:

- i. **Counselor's Name.** The primary counselor's name and the date the client was assigned to the counselor.
- ii. **Goals.** Goals to be achieved by the client based on the needs identified in the Needs Assessment and with estimated target dates for attainment in accordance with the following:
 - a. **Short-term goals:** those which are estimated to require ninety (90) days or less for the client to achieve.
 - b. **Long-terms goals:** those which are estimated to require a specified time exceeding ninety (90) days for the client to achieve; and
 - c. **Specific behavioral tasks** the client must accomplish to complete each short-term and long-term goal.
- iii. **Counseling Services to Be Provided.** A description of the type and frequency of counseling services that are to be provided to the client, as required in Title 9 CCR section 10345.
- iv. **Effective Date.** An effective date based on the date the primary counselor signed the initial treatment plan.

8. **EXCLUSION CRITERIA.**

On a case-by-case basis, clients may be excluded from receiving services. Clients must be informed of exclusion from the program in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination*. The following may be cause for client exclusion from the program:

- A. Client threat of or actual violence toward staff or other clients;
- B. Rude or disruptive behavior that cannot be redirected.
- C. Client does not meet medical necessity criteria, consistent with Title 22 Section 51303 and 51341.1.

9. **DISCHARGES.**

- A. **Discharge Planning Required.** Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referring party and client, as detailed in the State of California Alcohol and/or Other Drug Program Certification Standards.
- B. **Contents of Discharge Plan.** The Discharge Plan shall include:
 1. Recommendations for post-discharge, including a comprehensive discharge plan in accordance with Title 22 CCR Section 51341.1(h)(6), that shall include, but are not limited to, all of the following: a description of each of the

beneficiary's relapse triggers, a plan to assist the beneficiary to avoid relapse when confronted with each trigger, and a support plan;

2. Linkages to other services, where appropriate;
3. Reason for discharge; and
4. Clinical discharge summary.

C. Provide Client with Discharge Plan. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.

D. Document Discharge Information in Department MIS System. Contractor shall document discharge information in CalOMS via the Behavioral Wellness MIS system no later than thirty (30) days following discharge.

E. Discharge Client if No Services Received Within 30 Day Period. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last service, per CalOMS guidelines.

EXHIBIT A
ATTACHMENT E
PROGRAM GOALS, OUTCOMES AND MEASURES

Opioid Treatment Program		Outcomes	Measures
Program Goals			
Successful SUD treatment and recovery	1	Clients <u>initiated</u> treatment	90%
	2	Clients <u>engaged</u> in treatment	85%
	3	Clients <u>retained</u> in treatment (1 year)	30%
	4	Clients successfully <u>completed</u> treatment	25%
	5	Clients <u>decreased incarceration</u> between intake and reassessment (those in Treatment =>6 months)	50%
	6	Clients <u>abstinence</u> , other than the prescribed narcotic replacement, (those in Treatment =>6 months)	75%

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

Perinatal			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients <u>abstinence</u> at discharge/drug free births	100%
	2	Clients <u>successfully completed</u> treatment	70%

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibit A-2)

(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1-ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

- A. **Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A(s).
- B. **Drug Medi-Cal Services.** The services provided by Contractor's Program described in the Exhibit A(s) that are covered by the Drug Medi-Cal Program will be reimbursed by County as specified in Exhibit B-1-ADP. Pursuant to Title 9 California Code of Regulations (CCR) 9533(a) (2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients, except where a share of cost, defined in Title 22 CCR section 50090, is authorized under Title 22 CCR sections 50651 et seq. Contractor shall not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot.
- C. **Non-Drug Medi-Cal Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Drug Medi-Cal, or may be provided to individuals who are not Drug Medi-Cal eligible and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1 ADP. Funds for these services are included within the Maximum Contract Amount.
- D. **Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Expenses shall comply with the requirements established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (45 CFR Part 75), and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$10,850,000 inclusive of \$2,450,000 for FY 18-19, \$4,200,000 for FY 19-20, and \$4,200,000 for FY 20-21** in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PROVISIONAL RATE. County agrees to reimburse Contractor a provisional rate based on the per capita uniform statewide daily reimbursement rate for each individual patient, as established by the applicable State Department, subject to final settlement limitations specified in Section VII.

IV. FEE COLLECTION. For non-Drug Medi-Cal services or services to patients not eligible for Drug Medi-Cal, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, per Exhibit B-3 ADP. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:

- A. Deducted from the Contractor's Program cost of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);
- B. Identified and reported to County on the Contractor's monthly financial statements, Contractor's budget, and annual year-end cost report.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. Fees shall be accounted for by Contractor and used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of the services specified in this Agreement.

V. REALLOCATION OF PROGRAM FUNDING.

Contractor shall make written application to Director, or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 ADP between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness

Director or designee also reserves the right to reallocate between programs in the year end cost settlement and will notify Contractor of any reallocation during the cost settlement process.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.
- B. Submission of Claims for Drug Medi Cal Services. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or ODF – Group, and Rehabilitative/Ambulatory ODF – Individual services, based on timeframes prescribed in the Alcohol & Drug Program Practice Guidelines and Procedure Manual and as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery. Late service data and claims may only be submitted in accordance with State and federal regulations.
- i. In addition to claims submitted in MIS, Contractor shall submit to County at adpfinance@co.santa-barbara.ca.us a signed Drug Medi-Cal Claim Submission Certification form, in accordance with 42 Code of Federal Regulations (CFR) 455.18, for each Drug Medi-Cal submission within two (2) business days of receipt of the MIS claim report.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth below.

- C. Behavioral Wellness shall provide to Contractor a report that addresses the following:
- i. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the provisional rate in effect at the time of service,
- ii. States the amount owed by County, and

iii. Includes the Agreement number.

Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month.

D. Payment Limitations.

1. Payment for Drug Medi-Cal services will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.
2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B-ADP are intended to cover services during the entire term of the agreement, unless otherwise specified in the Exhibit A(s) (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

E. Withholding of Payment for Non-Submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee may deny payment for services when documentation of clinical work does not meet minimum State and County written standards.

G. Claims Submission Restrictions:

1. Six-Months Billing Limit for Drug Medi-Cal Services: Unless otherwise determined by State or federal regulations, all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 7 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted up to one year after the month in which services were rendered with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.
2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services

rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

- H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System or otherwise reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- I. Overpayments: Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

VII. COST REPORT.

- A. Submission of Performance Report. Within four weeks after the release of the Performance Report template by the Department of Health Care Services (DHCS), but no sooner than 45 days after the end of the fiscal year, Contractor shall provide County with an accurate and complete annual Performance Report. Contractor shall maintain source documentation to support the units reported which shall be available at any time to Director or designee upon reasonable notice.
- B. Performance Report to be Used for Settlement. The Performance Report shall be the final statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII of this Exhibit B. Contractor shall document that units are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. At its sole discretion, County may withhold the final month's payment under this Agreement until such time that Contractor submits its complete annual Performance Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by 45 days after the due date set in Section VII.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 (46th) day after the deadline or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred and fifth (105th) day after the due date set in Section VII.A or the expiration or termination date of this Agreement, then all amounts paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements. Based on the Annual Cost Performance submitted pursuant to this Exhibit B-ADP Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and/or County will perform pre-audit cost report settlement(s). Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
 1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
 2. The Contractor's actual costs.
 3. The State Maximum Allowable rate.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director or designee.

IX. AUDITS, AUDIT APPEALS AND POST-AUDIT MEDI-CAL 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 or site review of Contractor regarding the ADP services/activities provided under this Agreement.

- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County Behavioral Wellness. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME: Aegis

FISCAL YEAR: 2018-19

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	FY2018-19 UOS Rate Non-Perinatal Regular DMC	FY2018-19 UOS Rate Perinatal DMC
Drug Medi-Cal Billable Services	Outpatient	15	ODS NTP Methadone - Dosing	Daily	120	120	\$13.54	\$14.58
			ODS NTP Methadone - Individual Counseling	10 minutes	120	120	\$15.88	\$16.39
			ODS NTP Methadone - Group Counseling	10 minutes	120	120	\$3.43	\$4.28
			ODS NTP Buprenorphine - Mono	Daily	117	117	\$16.91	\$20.15
			ODS NTP Buprenorphine - Naloxone Combinatio	Daily	117	117	\$20.10	\$23.34
			ODS NTP Disulfiram	Daily	118	118	\$7.36	\$7.59
			ODS NTP Naloxone: 2-pack Nasal Spray	Dispensed according to need	119	119	\$144.60	\$144.60

	PROGRAM		TOTAL
	Narcotic Treatment Program		
	December 1, 2018 to June 30, 2019		
GROSS COST:	\$ 2,450,000	\$ -	\$ 2,450,000
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST):			\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 2,450,000	\$ -	\$ 2,450,000

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal	\$ 2,450,000		\$ 2,450,000
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment			\$ -
Realignment/SAPT - Primary Prevention			\$ -
CalWORKS			\$ -
Other County Funds			\$ -
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 2,450,000	\$ -	\$ 2,450,000
FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ -	\$ 4,200,000
FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ -	\$ 4,200,000
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 10,850,000	\$ -	\$ 10,850,000

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

Christiane Foschun

FISCAL SERVICES SIGNATURE:

[Signature]

**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)

Exhibit B-1
Schedule of Rates and Contract Maximum


CONTRACTOR NAME: Aegis

FISCAL YEAR: 2018-19

Drug Medi-Cal/Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	FY2018-19 UOS Rate Non-Perinatal Regular DMC	FY2018-19 UOS Rate Perinatal DMC
Drug Medi-Cal Billable Services	Outpatient	15	ODS NTP Methadone - Dosing	Daily	120	120	\$13.54	\$14.58
			ODS NTP Methadone - Individual Counseling	10 minutes	120	120	\$15.88	\$16.39
			ODS NTP Methadone - Group Counseling	10 minutes	120	120	\$3.43	\$4.28
			ODS NTP Buprenorphine - Mono	Daily	117	117	\$16.91	\$20.15
			ODS NTP Buprenorphine - Naloxone Combinatio	Daily	117	117	\$20.10	\$23.34
			ODS NTP Disulfiram	Daily	118	118	\$7.36	\$7.59
			ODS NTP Naloxone: 2-pack Nasal Spray	Dispensed according to need	119	119	\$144.60	\$144.60

	PROGRAM		TOTAL
	Narcotic Treatment Program		
	December 1, 2018 to June 30, 2019		
GROSS COST:	\$ 2,450,000	\$ -	\$ 2,450,000
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST):			\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 2,450,000	\$ -	\$ 2,450,000

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal	\$ 2,450,000		\$ 2,450,000
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment			\$ -
Realignment/SAPT - Primary Prevention			\$ -
CalWORKS			\$ -
Other County Funds			\$ -
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 2,450,000	\$ -	\$ 2,450,000
FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ -	\$ 4,200,000
FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ -	\$ 4,200,000
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 10,850,000	\$ -	\$ 10,850,000

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

EXHIBIT B-3

Sliding Fee Scale

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
FY 2018-19**

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	12,140	16,460	20,780	25,100	29,420	33,740	38,060	42,380
10	16,460	20,780	25,100	29,420	33,740	38,060	42,380	46,700
15	20,780	25,100	29,420	33,740	38,060	42,380	46,700	51,020
20	25,100	29,420	33,740	38,060	42,380	46,700	51,020	55,340
25	29,420	33,740	38,060	42,380	46,700	51,020	55,340	59,660
30	33,740	38,060	42,380	46,700	51,020	55,340	59,660	63,980
35	38,060	42,380	46,700	51,020	55,340	59,660	63,980	68,300
40	42,380	46,700	51,020	55,340	59,660	63,980	68,300	72,620
45	46,700	51,020	55,340	59,660	63,980	68,300	72,620	76,940
50	51,020	55,340	59,660	63,980	68,300	72,620	76,940	81,260
55	55,340	59,660	63,980	68,300	72,620	76,940	81,260	85,580
60	59,660	63,980	68,300	72,620	76,940	81,260	85,580	89,900
65	63,980	68,300	72,620	76,940	81,260	85,580	89,900	94,220
70	68,300	72,620	76,940	81,260	85,580	89,900	94,220	98,540
75	72,620	76,940	81,260	85,580	89,900	94,220	98,540	102,860
80	76,940	81,260	85,580	89,900	94,220	98,540	102,860	107,180
85	81,260	85,580	89,900	94,220	98,540	102,860	107,180	111,500
90	85,580	89,900	94,220	98,540	102,860	107,180	111,500	115,820

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,012	1,372	1,732	2,092	2,452	2,812	3,172	3,532
10	1,372	1,732	2,092	2,452	2,812	3,172	3,532	3,892
15	1,732	2,092	2,452	2,812	3,172	3,532	3,892	4,252
20	2,092	2,452	2,812	3,172	3,532	3,892	4,252	4,612
25	2,452	2,812	3,172	3,532	3,892	4,252	4,612	4,972
30	2,812	3,172	3,532	3,892	4,252	4,612	4,972	5,332
35	3,172	3,532	3,892	4,252	4,612	4,972	5,332	5,692
40	3,532	3,892	4,252	4,612	4,972	5,332	5,692	6,052
45	3,892	4,252	4,612	4,972	5,332	5,692	6,052	6,412
50	4,252	4,612	4,972	5,332	5,692	6,052	6,412	6,772
55	4,612	4,972	5,332	5,692	6,052	6,412	6,772	7,132
60	4,972	5,332	5,692	6,052	6,412	6,772	7,132	7,492
65	5,332	5,692	6,052	6,412	6,772	7,132	7,492	7,852
70	5,692	6,052	6,412	6,772	7,132	7,492	7,852	8,212
75	6,052	6,412	6,772	7,132	7,492	7,852	8,212	8,572
80	6,412	6,772	7,132	7,492	7,852	8,212	8,572	8,932
85	6,772	7,132	7,492	7,852	8,212	8,572	8,932	9,292
90	7,132	7,492	7,852	8,212	8,572	8,932	9,292	9,652

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

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts 04 04 2014)

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:

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

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this

Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. 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.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or 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.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.