



County of Santa Barbara
BOARD OF SUPERVISORS

Minute Order

June 22, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 21-00576

RE: Consider recommendations a Service Contract Renewal with Aegis Treatment Centers, LLC Drug Medi-Cal Organized Delivery System (DMC-ODS) Fiscal Years (FYs) 2021-2024 Service Contract Renewal, as follows:

a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Aegis Treatment Centers, LLC, a Delaware limited liability company (not a local vendor), for the provision of substance use disorder services for adult clients, for a total Maximum Contract Amount not to exceed \$12,600,000.00 inclusive of \$4,200,000.00 for FY 2021-2022, \$4,200,000.00 for FY 2022-2023, and \$4,200,000.00 for FY 2023-2024, for the period of July 1, 2021 through June 30, 2024;

b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per section 26 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; adjust the provisional rate with discretion during the term of the Agreement per Exhibit B of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

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

a) **Approved and authorized; Chair to execute;**

b) **Delegated; and**

c) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 22, 2021
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Pam Fisher, Psy.D., Acting Director
Director(s) Behavioral Wellness, (805) 681-5220
Contact Info: John Doyel, MA, LAADC, ADP Division Chief
Behavioral Wellness, (805) 681-4907

DS
PF

SUBJECT: Behavioral Wellness Alcohol and Drug Program – Aegis Treatment Centers, LLC Drug Medi-Cal Organized Delivery System (DMC-ODS) FY 21-24 Service Contract Renewal

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Manager

As to form: Yes

Auditor-Controller Concurrence

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 **Aegis Treatment Centers, LLC**, a Delaware limited liability company (not a local vendor), for the provision of substance use disorder services for adult clients, for a total Maximum Contract Amount not to exceed **\$12,600,000**, inclusive of \$4,200,000 for FY 21-22, \$4,200,000 for FY 22-23, and \$4,200,000 for FY 23-24, for the period of July 1, 2021 through June 30, 2024;
- B. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per section 26 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; adjust the provisional rate with discretion during the term of the Agreement per Exhibit B of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board’s ability to rescind this delegated authority at any time;
- C. Determine that the above actions are government fiscal activities or funding mechanisms, which do not involve any commitment to any specific project which may result in a potentially significant

physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

The Santa Barbara County Department of Behavioral Wellness (BeWell) 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). The above-referenced contract is on the agenda to request approval to enter into an agreement with Aegis Treatment Centers, LLC (Aegis) for FY 21-24, to provide Alcohol and Drug Program (ADP) Substance Use Disorder (SUD) services for adult clients (age 18 and over) under the Drug Medi-Cal (DMC) Organized Delivery System (ODS). BeWell also requests delegation of authority to the Director of BeWell or designee to make immaterial changes to the Agreement per section 26 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; adjust the provisional rate with discretion during the term of the Agreement per Exhibit B of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time. Approval of the recommended actions will allow Aegis to continue to provide necessary Opioid Treatment Program (OTP) services to BeWell clients without a gap in services.

Background:

The Board of Supervisors authorized the Director of BeWell to execute an Intergovernmental Agreement (No. 18-95148) with the State Department of Health Care Services (DHCS) to deliver SUD services under the DMC-ODS on October 16, 2018 for FYs 18-21. On November 13, 2018, the Board of Supervisors entered into an agreement with Aegis for the provision of ADP SUD services under the DHCS DMC-ODS pilot program effective December 1, 2018 to June 30, 2021.

Aegis has since provided Level 1 Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services to adult clients (age 18 and over) who are narcotic dependent. On December 8, 2020, the Board of Supervisors approved of the addition of language to allow Aegis to provide opioid treatment free of charge to County Medi-Cal and non-Medi-Cal clients who are currently enrolled in an OTP and admitted into the County of Santa Barbara Psychiatric Health Facility (PHF).

Approval of the renewal of Aegis' DMC-ODS Board Contract by the Board of Supervisors will allow Aegis to continue to provide necessary OTP services to BeWell clients.

Performance Measures and Outcomes:

Aegis provides outpatient opioid treatment program services to adults in Santa Barbara and Santa Maria for opioid recovery. In FY 20-21, Aegis has provided treatment to an average of 843 clients per quarter. The data for Quarters 1-2 of FY 20-21 shows that Aegis met and exceeded most of their goals for ODS OTP services. In their perinatal program, they served 26 unique clients with 4 discharges.

	Goal	Actual		Average
		Q1	Q2	
Opioid Treatment Program				
Clients initiated treatment	90%	100%	100%	100%
Clients engaged in treatment	85%	100%	100%	100%
Clients retained in treatment (1 year)	30%	55%	59%	57%

Clients successfully completed treatment	25%	13%	66%	39%
Clients decreased incarceration between intake and reassessment <i>(for those in Tx =>6 months)</i>	50%			
Clients abstinent, other than the prescribed narcotic replacement <i>(for those in Tx =>6 months)</i>	75%	77%	80%	78%
Perinatal Program				
Total discharges:		3	1	
Clients abstinent at discharge/drug-free births	100%	3 (100%)	0 (0%)	75%
Clients successfully completed treatment	70%	1 (33%)	0 (0%)	25%

For Program Measure #5 (clients decreased incarceration between intake and reassessment), Aegis has stated it is unable to provide this data because it currently does not have a report that will pull this information. BeWell will work with Aegis to collect and report this data according to American Society of Addiction Medicine (ASAM) criteria.

In the Programmatic report narrative, Aegis stated that they encourage pregnant patients to stay within treatment even after giving birth until the patient is stable and it is an appropriate time for the patient to taper. Typically, the pregnant patients that discharge leave against medical advice.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 21-22 Cost:</u>	<u>FY 22-23 Cost:</u>	<u>FY 23-24 Cost:</u>
General Fund			
State	\$2,100,000	\$2,100,000	\$2,100,000
Federal	\$2,100,000	\$2,100,000	\$2,100,000
Fees			
Other:			
Total	\$4,200,000	\$4,200,000	\$4,200,000
Grand Total			\$12,600,000

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 21-22 and FY 22-23 Adopted Budgets.

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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 Board Contract and one (1) minute order to bethle@sbcbswell.org and bswellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: Aegis Treatment Centers, LLC DMC-ODS FY 21-24 Board Contract

Authored by:

B. Le

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 1317 Route 73 North, Suite 200, Mount Laurel, NJ 08054 (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. Susan Hoeflich at phone number 484-888-8867 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: ATTN: Contracting
 Aegis Treatment Centers, LLC
 1317 Route 73 North, Suite 200
 Mount Laurel, NJ 08054
 Phone: 818-206-0360
 Fax: 818-206-0381

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 07/01/2021 and end performance upon completion, but no later than 06/30/2024 unless otherwise directed by County or unless earlier terminated in accordance with Section 19 (Termination) of this Agreement.

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(s) 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 Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

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 Code of Federal Regulations (C.F.R.), Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as 42 Code of Federal Regulations (C.F.R.) Part 2, as applicable to Substance Use Disorders. Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy,

adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

- A.** Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS) Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").
- B.** Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever

nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.

- C. This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.
- D. Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 C.F.R. § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations Sections 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E. If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F. Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H. The Authorized Representatives may audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I. Contractor agrees to include a similar right of Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J. 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. Contractor shall also comply with the nondiscrimination provisions set forth in Exhibit A-1 to this Agreement.

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(s), 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. SUSPENSION FOR CONVENIENCE.

County's Designated Representative may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a

breach of this Agreement.

21. 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.

22. 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.

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to either party 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.

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

No delay or omission of either party 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 either party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the respective party.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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(ies), 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.

32. 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.

33. 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.

34. COMPLIANCE WITH HIPAA and 42 C.F.R. Part 2.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) and 42 C. F. R. Part 2, as applicable, 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 and 42 C.F.R. Part 2, as applicable.

35. 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.

36. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - i. 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 nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) under either Sections 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)
 - v. 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 Contract. (42 C.F.R. § 438.610(c)(4).)
 - vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any Prohibited Affiliations identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)
2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities (“Disclosing Entities”) must disclose certain information related to persons who have an “ownership or control interest” in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section “person with an ownership or control interest” means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:
 - i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.
 - ii. The name and address of **any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - iii. Date of birth and Social Security Number (in the case of an individual).
 - iv. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.
 - v. Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.
 - vi. The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.
 - vii. Is an officer or director of a Disclosing Entity that is organized as a corporation.
 - viii. Is a partner in a Disclosing Entity that is organized as a partnership.

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a *Disclosure of Ownership or Controlling Interest* form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within thirty-five (35) days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.
4. **Business Transactions. (42 C.F.R. § 455.105).**
 - i. Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within thirty-five (35) days of the date on a request by County or the Secretary of DHCS full and complete information about:
 - a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
5. **Crimes**
 - i. **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 for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.338, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, and 31 U.S.C. § 3321.)
 - ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:
 - a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
 - iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. Lobbying. Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement.

1. 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.
2. Contractor also agrees by signing this Agreement 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.
3. Each tier certifies to the tier above 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Remedies.

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.**
 - i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this section, Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).
 - ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
 - iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).
2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

37. 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 C.F.R. 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.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

39. 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, the Federal Awarding Agency, and 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 Contractor itself, 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, as amended (33 U.S.C. §§ 1251-1387).

40. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 which are hereby incorporated by reference in this Agreement.

41. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

42. NO THIRD-PARTY BENEFICIARIES.

Except as required by this Agreement; the Intergovernmental Agreement, Agreement Number 18-95148; and the Performance Agreement, Agreement Number 18-95274-A01, as may be amended, it is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor.

Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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 July 1, 2021.

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 6/22/2021

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Mona Miyasato*
Deputy Clerk

Date: 6-22-21

CONTRACTOR:

Aegis Treatment Centers, LLC

By: *Susan D. Hoeflich*
Authorized Representative

Name: Susan D. Hoeflich

Title: Vice President, Managed Care

Date: 6/10/2021

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Bo Bai*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Guis*
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D.
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: *Pam Fisher*
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
DEPARTMENT OF RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

- EXHIBIT A-1 General Provisions: ADP
- EXHIBIT A-2 Opioid Treatment
- EXHIBIT A-3 Medication Administration for Psychiatric Health Facility (PHF)
 Patients Enrolled in Opioid Treatment Program

EXHIBIT B – FINANCIAL PROVISIONS

- EXHIBIT B Financial Provisions: ADP
- EXHIBIT B-1 Schedule of Rates and Contract Maximum: ADP
- EXHIBIT B-2 Contractor Budget (*Intentionally Omitted. Not applicable to this Agreement*)
- EXHIBIT B-3 Sliding Fee Scale: ADP

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATIONS REGARDING LOBBYING

EXHIBIT E – PROGRAM GOALS, OUTCOMES AND MEASURES

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK: ADP
GENERAL PROVISIONS

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) 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 (C.C.R.) Title 9, Division 4, the Code of Federal Regulations (C.F.R.) 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. Enrollment with DHCS as Medicaid Provider.** 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 C.F.R. part 455, subparts B and E.
- C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.**
1. 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, including but not limited to Articles I and II of Exhibit A Attachment I of the Intergovernmental Agreement, available at <http://www.countyofsb.org/behavioral-wellness/asset.c/5808>.
 2. It is acknowledged that DHCS is currently developing an amended or new Intergovernmental Agreement, and the Department anticipates entering into the amended or new Intergovernmental Agreement with DHCS in the coming months.
 3. Contractor shall comply with the Intergovernmental Agreement, Agreement Number 18-95148, which is incorporated by this reference, until such time as the amended or new Intergovernmental Agreement is entered into between the Department and DHCS, which the Parties anticipate will be substantially similar to the Intergovernmental Agreement, Agreement Number 18-95148. Once the amended or new Intergovernmental Agreement is received, the Parties will review any changes and determine whether the amended or new Intergovernmental Agreement require amendments to this Agreement.
- D. Compliance with SAPT Requirements.**

1. Contractor shall abide by all relevant provisions of law governing the Substance Abuse Prevention and Treatment Block Grant (SABG) 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. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.
2. Contractor shall abide by all applicable provisions of the Performance Agreement between the Department and DHCS, Agreement Number 18-95274-A01, which amended the terms and conditions outlined in the original agreement between the Department and DHCS, Agreement Number 18-95274, to include the SABG.
3. It is acknowledged that DHCS is currently developing an amended or new Performance Agreement, and the Department anticipates entering into the amended or new Performance Agreement with DHCS in the coming months.
4. Contractor shall comply with the Performance Agreement, Agreement Number 18-95274-A01, which is incorporated by this reference, until such time as the amended or new Performance Agreement is entered into between the Department and DHCS, which the Parties anticipate will be substantially similar to the Performance Agreement, Agreement Number 18-95274-A01. Once the amended or new Intergovernmental Agreement is received, the Parties will review any changes and determine whether the amended or new Performance Agreement require amendments to this Agreement.

2. STAFF.

A. Training Upon Hire and Annually Thereafter. Contractor shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):

1. For Treatment Programs:

- i. HIPAA Privacy and Security Training;
- ii. 42 C.F.R., Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training;
- vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);
- vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);
- viii. ADP Clinician's Gateway Training (only at hire, not annually);
- ix. DMC-ODS Documentation Training; and
- x. ADP ShareCare Training/CalOMS Data Entry (for ShareCare users only).

- B. Additional Mandatory Trainings:** Contractor shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the County, or must be certified by the County QCM Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:
1. **For Treatment Programs:**
 - i. DMC-ODS Continuum of Care Training;
 - ii. Motivational Interviewing Training;
 - iii. Cognitive Behavioral Treatment/Counseling Training; and
 - iv. All applicable evidence-based prevention models and programs as agreed upon between provider and County in writing.
- C. 18 CEU Hours of 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 QCM ADP BwellQCMADP@SBCBWELL.org and bwellcontractsstaff@co.santa-barbara.ca.us within one business day for the unexpected termination of staff 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.
- H. 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 Agreement 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.

- I. **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.
- J. **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 who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- K. **Staff Disqualification.** Disqualification, if any, of Contractor staff, pursuant to this Section 2. (Staff) or any other provision of law, 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 CERTIFICATIONS.**

- 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 (C.C.R.) 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 Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Re-Credentialing*.
- 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 C.C.R., Division 4, Chapter 8, Section 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 C.C.R., 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 Re-Credentialing*.
- D. **Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within thirty-five (35) days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC

certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

- 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.
- F. Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in DATAR at the time of execution of this Agreement.

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 (C.F.R.) 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 CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County MIS system for each client within 30 days from admission/discharge. CalOMS County Annual Update Assessments must be completed for clients in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.
 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 the 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 shall 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 Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and County per Exhibit E. 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. Network Adequacy Certification Tool (NACT). Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure # 2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCMADP@SBCBWELL.org as required by the State Department of Health Care Services.

E. 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-ODS) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or Outpatient Services – Group, and Rehabilitative/Ambulatory Outpatient Services – Individual Services, as specified in Exhibit B. Contractor shall document progress notes in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines and shall include, but not be limited to, i) the date the progress note was completed and ii) the start and end time of the documentation of the progress note. 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 seventy-two (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 twenty-four (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 (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R.

Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and 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; Exhibit D(F), Paragraph 13; Exhibit F; and Paragraph 34 (Compliance with HIPAA) 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.** Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at <https://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y>, and ensure that its employees and/or subcontracted providers observe and protect those rights.
- C. Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Beneficiary Problem Resolution Process* available at <https://cosantabarbara.app.box.com/s/wg73482s2hgtgwd8arzu3ajhgefy9syj>, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 C.F.R. Section 438.400 through 42 C.F.R. Section 438.424.

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%; and 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, as specified in subsection B above.
- 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 #4.004, Unusual Occurrence Reporting*, available at <http://www.countyofsb.org/behavioral-wellness/policy/2975>.
- 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 or 42 C.F.R. Part 2 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).
- F. **Beneficiary's Health Record.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

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 Performance Agreement, Agreement Number 18-95274-A01. Contractor shall cooperate with these programs, and shall 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.
- D. **Fraud, Waste or Abuse.**
 - 1. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
 - 2. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments

to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)

3. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered overpayments due to potential fraud, (42 C.F.R. § 438.608(a), (a)(2)). Contractor shall return any overpayments pursuant to Exhibit B, Section VII.I (Overpayments) of this Agreement.

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. SIGNATURE PADS.

- A. **County to Provide Signature Pads.** County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), Clinician's Gateway. Contractor shall use the electronic versions of the Intake Form, Treatment Consent Form, Client Treatment Plan, Discharge Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinician's Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.
- B. **Contractor Replacement Due to Loss or Damage.** In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinician's Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement.

14. ADDITIONAL PROGRAM REQUIREMENTS.

- A. **Coordination of Services.** Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services; the County Probation Department, 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 an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures #4.008 Beneficiary Information Materials*, upon beneficiary enrollment into DMC-ODS treatment program or 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 C.F.R. 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, County of Santa Barbara Beneficiary Handbooks, appeal and grievance notices, denial and termination notices, and program curriculum. (42 C.F.R. § 438.10(d)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.

E. Maintain Provider Directory. Contractor shall collaborate with the County to maintain a current provider directory, as required by the Intergovernmental Agreement, Contract Number 18-95148, by providing monthly updates as applicable. Contractor shall ensure that all listing licensed individuals employed by the Contractor to deliver DMC-ODS services are included on the County provider directory with 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 require 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 available at <https://www.countyofsb.org/behavioral-wellness/formsforstaff-providers.sbc>.
- I. Referral to Perinatal Specialized Services.** Contractor shall offer to refer pregnant and eligible postpartum clients to Perinatal specialized services, as clinically indicated, and shall provide information regarding the benefits of perinatal services by reviewing the Behavioral Wellness Alcohol and other Drug Services Perinatal Programs brochure. If client wants to transition to a perinatal program, Contractor shall assist with the referral. If beneficiary declines to be referred to a perinatal program, Contractor shall have client sign the Perinatal Services Attestation form and submit via email to BWellQCMADP@sbcbswell.org.
- 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 User Group and CBO Collaborative Meetings.** Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment or prevention 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 C.F.R. 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 C.F.R. 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 W&IC Section 14124.1 and 42 C.F.R. Sections 438.3(h) and 438.3(u).

4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

N. Parity in Mental Health and Substance Use Disorder Benefits (42 C.F.R. §438.900 et seq.) To ensure compliance with the parity requirements set forth in 42 C.F.R. § 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, Contract Number 18-95148.

O. Timely Access to Services.

1. Contractor shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.
2. Contractor shall ensure that its hours of operations are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if Contractor serves only Medicaid beneficiaries.
3. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
4. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.

15. 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, Physician consultation Perinatal Residential Treatment 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. 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; and
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. Medical Necessity Criteria. An individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21) and shall meet the ASAM criteria definition of medical necessity for services based on ASAM criteria as determined by a Medical Director or an LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied to determine placement into the level of assessed services. For beneficiaries in treatment prior to implementation of the DMC-ODS, Contractor must conduct an ASAM assessment by the due date of the next updated treatment plan or continuing services justification, whichever occurs first, and the beneficiary must be placed in the appropriate level of care if the assessment determines a different level of care is warranted. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any of the EPSDT requirements.

E. 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 C.C.R. Sections 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

F. **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.

16. NONDISCRIMINATION

A. **State Nondiscrimination Provisions.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category") nor shall they discriminate unlawfully against any employee or applicant for employment because of a Protected Category. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See 2 C.C.R. § 11105).

B. Federal Nondiscrimination Provision.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era, or other protected category ("Protected Category"). The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to a Protected Category. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment

qualified applicants without discrimination based on their Protected Category status and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to a Protected Category.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 16(B)(1) through (B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375,

‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or 38 U.S.C. Section 4212 of the Vietnam Era Veteran’s Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- C. **Subcontracts.** Contractor shall include the nondiscrimination and compliance provisions of this Agreement (Sections 16 and 18, respectively) in all subcontracts to perform work under the Agreement.

17. GENERAL FISCAL AUDIT REQUIREMENTS.

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 18-95148.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 C.F.R., Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the Contractor for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.

- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.
- F. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

18. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

- A. **Additional Contract Restrictions.** This Agreement 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 Agreement in any manner.
- B. **Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Paragraphs: 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 10 Intellectual Property Rights; 11 Air and Water Pollution; 12 Prior Approval of Training Seminars, Workshops or Conferences; 13 Confidentiality of Information; 14 Documents, Publications, and Written Reports; 17 Human Subjects Use; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 24 Officials Not to Benefit; and 32 Public Communications; and 33 Lobbying Restrictions and Disclosure Certification.
- C. **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 Agreement.
 - 2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement 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 Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.
- D. **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.
- E. **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 Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.

F. 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).

G. 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).

Contractor is advised of its, and shall advise all subcontractors of their, obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 C.F.R. Part 1001.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996. If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement (Contract Number 18-95148), the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.

1. Trading Partner Requirements.

- i. **No Changes.** County and Contractor hereby agree 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 C.F.R. Part 162.915 (a)).
- ii. **No Additions.** County and Contractor hereby agree 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 C.F.R. Part 162.915 (b)).
- iii. **No Unauthorized Uses.** County and Contractor hereby agree 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 C.F.R. Part 162.915 (c)).
- iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 C.F.R. 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 and Contractor agree 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 Agreement. 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.

- I. Privacy and Security of Other Information Not Subject to HIPAA.** In addition to the HIPAA, Contractor shall comply with Exhibits F-2 and F-3 to the Intergovernmental Agreement, Contract Number 18-95148, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 C.F.R., Chapter I, Subchapter A, Part 2.
- J. 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, C.C.R., Division 4, Chapter 8.
- K. Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the

federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. 438.206(c)(2).

L. 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 Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #12.002 Trafficking Victims Protection Act of 2000* found at: <https://cosantabarbara.app.box.com/s/xdltu9hq9xlvakn3bcaoa7t2hcmorphn>.

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: [https://uscode.house.gov/view.xhtml?req=\(title:22%20section:7104%20d%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title22-section7104%20d\)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true](https://uscode.house.gov/view.xhtml?req=(title:22%20section:7104%20d%20edition:prelim)%20OR%20(granuleid:USC-prelim-title22-section7104%20d)&f=treesort&edition=prelimhttps://cosantabarbara.app.box.com/s/nq9hcrb6qa8spnbwal95bqg4p1rjum3y&num=0&jumpTo=true).

M. 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 Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

N. 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 C.F.R. Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
5. Age Discrimination in Employment Act (29 C.F.R. Part 1625).
6. Title I of the Americans with Disabilities Act (29 C.F.R. Part 1630) prohibiting discrimination against the disabled in employment.
7. Americans with Disabilities Act (28 C.F.R. Part 35) prohibiting discrimination against the disabled by public entities.
8. Title III of the Americans with Disabilities Act (28 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. Section 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the Social Security Act applicable to contracting officers, employees, or independent Contractors.

O. 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 C.C.R. § 10000 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 C.C.R., 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 the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

P. 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 Section 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 Section 14107.11 and C.F.R., 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.

- Q. 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 Agreement in any manner.
- R. Regulations and Guidelines.** Contractor shall comply with the following regulations and guidelines:
1. Title 21, C.F.R. Part 1300, et seq., Title 42, C.F.R., Part 8;
 2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
 3. Title 22, C.C.R., Sections 51341.1 and 51490.1;
 4. Standards for Drug Treatment Programs (October 21, 1981);
 5. Title 9, C.C.R., Division 4, Chapter 4, Subchapter 1, Section 10000, et seq.;
 6. Title 22, C.C.R., Section 51000 et seq.;
 7. HSC, Division 10.5, commencing with Section 11760;
 8. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000;
 9. Government Code Section 16367.8;
 10. Title 42, C.F.R., Sections 8.1 through 8.6;
 11. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
 12. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).

In the event of conflicts, the provisions of Title 22 of the California Code of Regulations shall control if they are more stringent.

S. Control Requirements.

1. Contractor shall establish written policies and procedures consistent with these requirements:
 - i. HSC, Division 10.5, commencing with Section 11760.
 - ii. Title 9, C.C.R., Division 4, Chapter 8, commencing with Section 13000.
 - iii. Government Code Section 16367.8.
 - iv. Title 42, C.F.R., Sections 8.1 through 8.6.
 - v. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
 - vi. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
 2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
- T. State Revocation.** The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue

other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

U. Participation in the County Behavioral Health Director's Association of California ("AOD").

1. County's AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
2. County's AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

19. ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.

A. General Provisions.

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS.
2. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 C.F.R. Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R. Section 96.30.

B. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - i. C.C.R. Title 9, Division 4, commencing with Section 9000.
 - ii. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7, commencing with Section 16366.1.
 - iii. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - iv. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 300x-64 through 66.
 - v. Title 2, C.F.R. part 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - vi. Title 45, C.F.R., Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
 - vii. Title 42, C.F.R., Sections 8.1 through 8.6.
 - viii. Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, Subparts A-E).
 - ix. Title 21, C.F.R., Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances

- x. State Administrative Manual (SAM), Chapter 7200 (Governmental Accounting and Reporting).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
3. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for DMC-ODS treatment programs either partially or fully funded by DMC-ODS. The Minimum Quality Drug Treatment Standards for DMC-ODS are located at: <http://countyofsb.org/behavioral-wellness/asset.c/5010>. The incorporation of any new Minimum Quality Drug Treatment Standards into this Agreement shall not require a formal amendment.
4. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

C. Additional Contract Compliance Provisions.

1. **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.
2. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 C.F.R. 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 Agreement 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.

3. **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; 45 C.F.R. § 96.126(e)).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - ii. Reduce barriers to patients' accepting TB treatment; and
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
5. **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/AN communities within the County.
6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also 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 https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.
7. **Byrd Anti-Lobbying Amendment (31 USC § 1352).** Contractor shall provide a certification to the County per Exhibit D that Contractor 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 Section 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award.

Contractor shall comply with the Lobbying Restrictions and Disclosure requirements included in Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.

8. **Information Access for Individuals with Limited English Proficiency.**

A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code Sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

A. B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 C.F.R. Part 92), including, but not limited to, 45 C.F.R. Section 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

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, as clinically appropriate. 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.

The Program will be located at:

- A. 4129 State St., Suite B, D, E and F Santa Barbara, CA 93110; and
- B. 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 the Intergovernmental Agreement, Agreement Number 18-95148, and Title 22 California Code of Regulations (C.C.R.) Sections 51303 and 51341.1. Services shall be prescribed by a physician, and are subject to utilization controls, as specified in Title 22 C.C.R. 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 (C.F.R.) Section 8.12 (d), to determine the most appropriate combination of services and treatment (42 C.F.R. § 8.12 (f)(4)); and
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 C.F.R. § 8.12).
4. The intake and service assessment shall be conducted face-to-face on the same day that the client is admitted. Due to the COVID-19 pandemic, Contractor may conduct the intake and service assessment virtually by video conference or telephonically to the extent and for the duration authorized by the Department of Health Care Services.

- 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 C.F.R. § 8.12), laboratory tests, and medical direction (22 C.C.R. § 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 C.C.R. Section 10310.
- F. Group Counseling.** Contractor shall provide group counseling – discussion in which one or more therapists or counselors treating two or more clients at the same time, focusing on the needs of the individuals served, as specified in Title 9 C.C.R. Section 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. Group counseling services shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- G. Individual Counseling.** Contractor shall provide individual counseling – discussion between a beneficiary and a therapist or counselor, as specified in Title 9 C.C.R. 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. Individual counseling services shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- H. Counseling.** Beneficiaries shall receive between 50 and 200 minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional services may be provided.
- I. Medical Psychotherapy.** Contractor may provide medical psychotherapy – counseling services consisting of a discussion conducted by the Medical Director of the OTP on a one-on-one basis with the patient. Medical psychotherapy services shall be provided in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- J. 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.
- K. Courtesy Dosing.** An OTP/NTP provider may provide replacement narcotic therapy to visiting beneficiaries approved to receive services on a temporary basis (less than 30 days) in accordance with Title 9, C.C.R. Section 10295. Prior to providing replacement narcotic therapy to a visiting beneficiary, an OTP/NTP provider must comply with Title 9, C.C.R. Section 10210(d).
- L. Fee-For-Service.** (Applicable to OTP/NTP providers enrolled as Medi-Cal fee-for-service providers). Contractor shall not seek reimbursement from a beneficiary for

SUD treatment services, if the OTP/NTP provider bills the services for treatment of concurrent health conditions to the Medi-Cal fee-for-service program.

M. 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:
https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.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 (Services) 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 C.C.R. Sections 51303 and 51341.1.

C. Walk-Ins. Contractor shall immediately screen a walk-in beneficiary to determine the necessity for OTP services. If the screening determines OTP services, the subcontracted OTP provider shall ensure the beneficiary receives an ASAM assessment the same day. If OTP services are not indicated, the Contractor shall refer the beneficiary to the Access Line for screening. The Access Line is a centralized screening and referral center for all treatment services with the exception of Opioid Treatment Programs (OTP) such as Aegis TC. Clients can either call the Access Line directly or with contracted program staff at (888) 868-1649.

6. **ADMISSION PROCESS.**

A. Client Interview. Contractor shall interview client to determine client's appropriateness for the Program using required ASAM criteria at intake. Contractor shall ensure a face-to-face appointment within 3 business days of a request for service.

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,
 - v. Legal status;
 - vi. Medical history;
 - vii. Psychiatric/psychological history;
 - viii. Drug history; and
 - ix. 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.

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 thirty (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 (Treatment Plans) 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; and
 - 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 (C.C.R.), 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 C.C.R. 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; and
 - b. **Long-terms goals:** those which are estimated to require a specified time exceeding ninety (90) days for the client to achieve.
 - 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 C.C.R. 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 C.C.R. Sections 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 C.C.R. Section 51341.1(i)(h)(iii)(c)(B)(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 thirty (30) day period shall be discharged, as of the date of last service, per CalOMS guidelines.

EXHIBIT A-3
STATEMENT OF WORK: ADP
Medication Administration for Psychiatric Health Facility Patients
Enrolled in Opioid Treatment Programs

1. PROGRAM SUMMARY.

Contractor shall administer opioid treatment medications to patients with opioid addiction who are enrolled with an Opioid Treatment Provider (OTP) (also referred to as Narcotic Treatment Programs) and admitted to the Santa Barbara County Psychiatric Health Facility (PHF). Contractor shall provide OTP medication administration services at the Santa Barbara County PHF located at: 315 Camino del Remedio, Santa Barbara, CA 93110.

2. PROGRAM GOAL.

A. To support the continuity of care for Santa Barbara County PHF patients who are enrolled in an OTP for opioid Substance Use Disorders.

3. SERVICES. The Contractor shall provide the following OTP medication administration services to Santa Barbara County PHF patients (age 18 and over):

A. Administration of OTP medication to Santa Barbara County PHF clients.

Contractor shall provide opioid treatment medications and relevant OTP services, as identified in Exhibit A-2 Statement of Work: ADP Opioid Treatment, Section 3.A (Opioid Treatment Program (OTP) Services), to County PHF clients based on the following criteria:

1. On an individual case-by-case basis, Contractor staff shall provide medications to treat Opioid Substance Use Disorders, including, but not limited to, methadone, and relevant OTP medication administration services to patients in the Santa Barbara County PHF who are currently enrolled in an OTP;
2. Contractor shall deliver and dispense OTP medications to PHF patients enrolled in OTPs Sunday through Saturday;
3. Contractor shall adhere to all applicable federal, state, and local laws and regulations regarding treatment of individuals enrolled in OTPs and shall adhere to the *Department of Behavioral Wellness' Policy and Procedure regarding Medication Administration for PHF Patients Enrolled in Opioid Treatment Programs*; and
4. Contractor shall not charge the County for these services; and
5. County PHF staff will help coordinate care and link said client to Contractor once discharged from the PHF.

B. OTP Medication Administration Procedure.

1. Upon receiving notification that a patient is registered with an OTP, PHF staff will contact Contractor to verify and obtain proof that the patient is in maintenance treatment for narcotic addiction.
 - a. The County PHF Team Leader will coordinate the delivery and administration of OTP Medication with Contractor.
2. A County PHF credentialed physician will write an order for OTP Medication for maintenance treatment.
3. During the patient's stay, Contractor shall deliver the OTP Medication to the PHF on a daily basis and administer it directly to the patient.
4. Patients stabilized on buprenorphine may receive ongoing treatment from County PHF physicians who possess a waiver to prescribe and dispense buprenorphine.

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 (C.C.R.), Section 51341.1 for all OTP clients.
2. The treatment plan for the PHF patient will reflect the PHF's support of continuity of care for OTP Medication and Contractor's role in delivery and administration of this medication, during the patient's stay.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS - ADP

(Applicable to programs described in Exhibits A-2 and A-3)

(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, the Intergovernmental Agreement, Contract Number 18-95148, 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 according to the Provisional Rate, 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 from Federal Financial Participation (FFP) and State and local matching funds as specified in Exhibit B-1-ADP and subject to Paragraph F (Funding Sources) of this Exhibit B-ADP. Pursuant to Title 9 California Code of Regulations (C.C.R.) Section 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 C.C.R. Section 50090, is authorized under Title 22 C.C.R. Section 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 and pursuant to Section I, Paragraph F (Funding Sources) of this Exhibit B-ADP. Funds for these services are included within the Maximum Contract Amount and are subject to the same requirements as funds for services provided pursuant to the Drug Medi-Cal program.
- 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 C.F.R. 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.

E. Beneficiary Liability for Payment. Contractor shall not hold beneficiaries liable for any of the following:

1. County's debts, in the event of the entity's insolvency.
2. Covered services provided to the beneficiary, for which:
 - a. The State does not pay the County.
 - b. The County or the State does not pay the individual or health care provider that furnished the services under a contractual, referral, or other arrangement.
3. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the beneficiary would owe if the County covered the services directly.

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$12,600,000, inclusive of \$4,200,000 for FY 21-22, \$4,200,000 for FY 22-23, and \$4,200,000 for FY 23-24** 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.

A. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:

1. Drug Medi-Cal Services:

- a. For Narcotics Treatment Program (NTP) services and Additional MAT services provided at an NTP facility, the State Maximum Allowable rate established by the applicable State Department will be the Provisional Rate.

At any time during the term of this Agreement, the Director of the Department of Behavioral Wellness shall have the option to adjust the Provisional Rate based on the State Maximum Allowable rates established by the applicable State Department. Adjustment of the Provisional Rate does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

- 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.

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. 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. ACCOUNTING FOR REVENUES

Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710, and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Drug Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.

VI. 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.

VII. 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 Non-DMC 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 ten (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 seventy-two (72) hours of service delivery. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that addresses the following:

1. Summarizes the Medi-Cal UOS to be claimed for the month, multiplied by the provisional rate in effect at the time of service,
2. States the amount owed by County, and
3. 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.

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 (C.F.R.) Section 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 thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

C. 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.

D. Withholding of Payment for Non-Submission of Service Data 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 thirty (30) calendar days of receipt.

E. 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.

F. Claims Submission Restrictions:

1. **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 ten (10) calendar 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 in accordance with the provisions of Title 22 C.C.R. Section 51008.5 with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 C.C.R. 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.

G. 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.

H. Overpayments: If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within thirty (30) calendar 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 the required timeframe.

VIII. COST REPORT.

A. Submission of Cost Report. Contractor shall complete cost report and submit to Department of Health Care Services (DHCS) within required timeframe. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.

B. Cost Report to be Used for Initial Settlement. The Cost Report shall be the final and statistical report submitted by Contractor to County, and shall serve as the basis for initial settlement with Contractor as set forth in Section IX (Pre-audit Cost Report Settlements). Contractor shall document that units are reasonable and allowable and directly related to the services to be provided hereunder.

C. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by forty-five (45) days after the due date set in Section VIII.A (Submission of Cost Report) 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 VIII.A (Submission of Cost Report) 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 within ninety (90) days. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

B. Audited Financial Reports: Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

C. Single Audit Report: If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

IX. PRE-AUDIT COST REPORT SETTLEMENTS.

A. Pre-audit Cost Report Settlements. Based on the Annual Cost Reports submitted pursuant to this Exhibit B-ADP Section VIII (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 outpatient, rehabilitative, case management and 24-hour services.

2. The State Maximum Allowable and/or County Maximum Allowable rate (if applicable).

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 Contractor's submission of the original and final reconciled cost reports.

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.

X. 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 Drug Medi-Cal audit, the State and County will perform a post-audit Drug 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 described in the Section 14171 of the WIC and 22 C.C.R. Section 51022.

EXHIBIT B-1 - ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
FY 21-24

(Applicable to programs described in Exhibits A-2 and A-3)

CONTRACTOR NAME: Aegis

FISCAL YEAR: 2021-24

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	UOS Rate Regular DMC*	UOS Rate Perinatal DMC*
Drug Medi-Cal Billable Services	Outpatient	15	ODS NTP Methadone - Dosing	Daily	120	120	\$14.20	\$15.29
			ODS NTP Methadone - Individual Counseling	10 minutes	120	120	\$16.65	\$23.84
			ODS NTP Methadone - Group Counseling	10 minutes	120	120	\$3.80	\$6.09
			ODS NTP Buprenorphine - Mono	Daily	117	117	\$29.27	\$34.58
			ODS NTP Buprenorphine - Naloxone Combinati	Daily	117	117	\$31.03	\$36.33
			ODS NTP Disulfiram	Daily	118	118	\$10.22	\$10.37
			ODS NTP Naloxone: 2-pack Nasal Spray	Dispensed according to need	119	119	\$144.66	\$144.66

	PROGRAM	TOTAL
	Narcotic Treatment Program	
GROSS COST:	\$ 4,200,000	\$ 4,200,000
LESS REVENUES COLLECTED BY CONTRACTOR:		
PATIENT FEES		\$ -
CONTRIBUTIONS		\$ -
OTHER (LIST):		\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 4,200,000	\$ 4,200,000

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**		
Drug Medi-Cal	\$ 4,200,000	\$ 4,200,000
Realignment/SAPT - Discretionary		\$ -
Realignment/SAPT - Perinatal		\$ -
Realignment/SAPT - Adolescent Treatment		\$ -
Realignment/SAPT - Primary Prevention		\$ -
CalWORKS		\$ -
Other County Funds		\$ -
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ 4,200,000
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ 4,200,000
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 4,200,000	\$ 4,200,000
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 12,600,000	\$ 12,600,000

CONTRACTOR SIGNATURE: DocuSigned by: Susan D. Hoeflich
3FB5CE822CD415...

FISCAL SERVICES SIGNATURE: DocuSigned by: Melissa Manzo
FB27940053EC4CE...

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

*Rate schedule is based on current FY 20-21 rates. Rates will be updated when the State issues the approved rate schedule for the specific Fiscal Year.

EXHIBIT B-2
CONTRACTOR BUDGET

INTENTIONALLY OMITTED. NOT APPLICABLE TO THIS AGREEMENT.

EXHIBIT B-3
Sliding Fee Scale

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2021-2022

ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	12,880	17,420	21,960	26,500	31,040	35,580	40,120	44,660
10	17,200	21,740	26,280	30,820	35,360	39,900	44,440	48,980
15	21,520	26,060	30,600	35,140	39,680	44,220	48,760	53,300
20	25,840	30,380	34,920	39,460	44,000	48,540	53,080	57,620
25	30,160	34,700	39,240	43,780	48,320	52,860	57,400	61,940
30	34,480	39,020	43,560	48,100	52,640	57,180	61,720	66,260
35	38,800	43,340	47,880	52,420	56,960	61,500	66,040	70,580
40	43,120	47,660	52,200	56,740	61,280	65,820	70,360	74,900
45	47,440	51,980	56,520	61,060	65,600	70,140	74,680	79,220
50	51,760	56,300	60,840	65,380	69,920	74,460	79,000	83,540
55	56,080	60,620	65,160	69,700	74,240	78,780	83,320	87,860
60	60,400	64,940	69,480	74,020	78,560	83,100	87,640	92,180
65	64,720	69,260	73,800	78,340	82,880	87,420	91,960	96,500
70	69,040	73,580	78,120	82,660	87,200	91,740	96,280	100,820
75	73,360	77,900	82,440	86,980	91,520	96,060	100,600	105,140
80	77,680	82,220	86,760	91,300	95,840	100,380	104,920	109,460
85	82,000	86,540	91,080	95,620	100,160	104,700	109,240	113,780
90	86,320	90,860	95,400	99,940	104,480	109,020	113,560	118,100

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,073	1,452	1,830	2,208	2,587	2,965	3,343	3,722
10	1,433	1,812	2,190	2,568	2,947	3,325	3,703	4,082
15	1,793	2,172	2,550	2,928	3,307	3,685	4,063	4,442
20	2,153	2,532	2,910	3,288	3,667	4,045	4,423	4,802
25	2,513	2,892	3,270	3,648	4,027	4,405	4,783	5,162
30	2,873	3,252	3,630	4,008	4,387	4,765	5,143	5,522
35	3,233	3,612	3,990	4,368	4,747	5,125	5,503	5,882
40	3,593	3,972	4,350	4,728	5,107	5,485	5,863	6,242
45	3,953	4,332	4,710	5,088	5,467	5,845	6,223	6,602
50	4,313	4,692	5,070	5,448	5,827	6,205	6,583	6,962
55	4,673	5,052	5,430	5,808	6,187	6,565	6,943	7,322
60	5,033	5,412	5,790	6,168	6,547	6,925	7,303	7,682
65	5,393	5,772	6,150	6,528	6,907	7,285	7,663	8,042
70	5,753	6,132	6,510	6,888	7,267	7,645	8,023	8,402
75	6,113	6,492	6,870	7,248	7,627	8,005	8,383	8,762
80	6,473	6,852	7,230	7,608	7,987	8,365	8,743	9,122
85	6,833	7,212	7,590	7,968	8,347	8,725	9,103	9,482
90	7,193	7,572	7,950	8,328	8,707	9,085	9,463	9,842

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

**For families/household with more than 8 persons, add \$4,540 for each additional person.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

Indemnification and Insurance Requirements

(For Professional Contracts version 2014 04 04)

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.

EXHIBIT D
CERTIFICATIONS REGARDING
LOBBYING

EXHIBIT D
CERTIFICATIONS REGARDING LOBBYING

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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.C., 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.

Aegis Treatment Centers, LLC
Name of Contractor

Contract / Grant Number

6/10/2021
Date

Susan D. Hoeflich
Printed Name of Person Signing for Contractor

DocuSigned by:
Susan D. Hoeflich
Signature of Person Signing for Contractor

Vice President, Managed Care
Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: <p>Congressional District If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District If known: _____</p>	
<p>6. Federal Department Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
	<p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (a) Enter the full names of the Individual(s) performing services, and include full address if different from 10.
 - (b) Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E
**PROGRAM GOALS, OUTCOMES AND
MEASURES**

EXHIBIT E
PROGRAM GOALS, OUTCOMES AND MEASURES*

Opioid Treatment Program			
Program Goals		Outcomes	Measures
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>abstinent</u> , other than the prescribed narcotic replacement (those in Treatment => 6 months)	75%

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

Contractor and the Director of the Department of Behavioral Wellness or designee may agree to make changes to the program goals, outcomes, and/or measures described in this Exhibit E in writing. Such changes do not alter the Maximum Contract Amount and do not require a formal amendment to this Agreement approved by the Board of Supervisors of the County of Santa Barbara.