

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 10-020

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Aegis Medical Systems, having its principal place of business at Agoura Hills, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Ehud Barkai (telephone number 8182060360) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
 - A. To County:

Director
Santa Barbara County
Alcohol, Drug, and Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110

 - To Contractor:

Ehud Barkai, CEO
Aegis Medical Systems
PO Box 1980
Agoura Hills, CA 91376

 - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** Contractor shall commence performance by **7/1/2009** and complete performance by **6/30/2010**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which

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shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. 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 insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or 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 manner which will conform to high standards of quality 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. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, 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.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. 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

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States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. 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.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** 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 reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level

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between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:

- A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
- B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

17. TERMINATION.

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

- 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for 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 maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid 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

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the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final.

2. **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 this Agreement by written notice which shall be effective upon receipt by Contractor.

B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. 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 amended or modified only by the written mutual consent of the parties hereto. 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 Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its 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.

19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

20. **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 parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and

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every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties 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 the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** 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.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his 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 be 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.
26. **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.
27. **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. 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.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart 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.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All 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 have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or

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conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. **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.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
35. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT B-2 – Contractor's Budget
- E. EXHIBIT B-3 – Sliding Fee Scale
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions
- G. EXHIBIT BAA – HIPAA Business Associate Agreement
- H. EXHIBIT E – Program Goals, Outcomes and Measures

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Aegis Medical Systems.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

County OF SANTA BARBARA

By: _____
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-4580047.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By Celeste E. Andersen
Deputy County Counsel
Date: 6/8/09

By Joni Hagen
Deputy
Date: 6/10/09

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By Ann Detrick
Director
Date: 7/10/09

By: Ray Aromatorio
Date: 6/10/09

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Aegis Medical Systems.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

County OF SANTA BARBARA

By: _____
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR



By: _____
Deputy
Date: _____

By: Ron Alvarado
Tax Id No 95-4580047.
Date: 7/9/09

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

EXHIBIT A

STATEMENT OF WORK

1. **PROGRAM SUMMARY.** Contractor provides Narcotic Replacement Therapy (NRT or Methadone maintenance) and Outpatient Methadone Detoxification (OMD) services for adult narcotic dependent individuals (hereafter, "the Program"). Narcotic Treatment Programs (NTP) are medical model services, and clinically supervised by board certified medical doctors. NTP services include methadone dosing and counseling services that are not necessarily time limited. Counseling services can be either individual and/or group services. NTP programs have specific treatment assessment and planning criteria that must be followed. The Program shall be licensed as a Narcotic Treatment Program. The Program will be located at:
 - A. 4129 State St., Santa Barbara, CA 93110.
 - B. 115 E. Fesler St., Santa Maria, CA 93454.

2. **PROGRAM GOALS.**
 - A. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - B. Reduce recidivism and increase community safety;
 - C. For Detoxification services:
 - i. The purpose of detoxification is to provide a safe withdrawal from the drug(s) of dependence and enable the individual to become drug free;
 - ii. 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. **DEFINITIONS.**
 - A. **Drug Medi-Cal (DMC):** DMC benefits are optional Medi-Cal benefits as described in the California State Plan for Medicaid. DMC services provide medically necessary alcohol and other drug treatment to California's Medi-Cal eligible population. The services include Outpatient Drug-Free Treatment, Narcotic Treatment Program, and Naltrexone Treatment. In addition, Day Care Rehabilitative Treatment and Residential Treatment are available to pregnant and postpartum women who are full-scope Medi-Cal beneficiaries.

4. **SERVICES.**
 - A. **Narcotic Treatment Programs (NTP)** – NTP includes the following services:
 - i. Narcotic Replacement Therapy (NRT) - Dosing and Counseling Services – includes methadone, group and individual counseling. NRT 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.

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- ii. Outpatient Methadone Detoxification (OMD) - Dosing and Counseling Services but for the sole purpose of detoxification and the planned withdrawal from narcotic drug dependence. In OMD, 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.
- B. Contractor shall provide NTP services to beneficiaries if determined medically necessary in accordance with Title 22 California Code of Regulations (CCR) Section 51303. Services shall be prescribed by a physician, and are subject to utilization controls, as specified in Title 22 CCR Section 51159. The NTP services shall be directed at stabilization, rehabilitation, and detoxification of persons who are opiate addicted and have substance abuse diagnoses.
- C. Contractor shall provide Methadone as a replacement therapy or for a planned detoxification.
- D. Contractor shall provide
- i. Client intake;
 - ii. Initial and periodic assessment by qualified personnel, as defined in Title 42 Code of Federal Regulations (CFR) 8.12 (d), to determine the most appropriate combination of services and treatment (Title 42 CFR 8.12 (f)(4));
 - iii. 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 (Title 42 CFR 8.12).
- E. Contractor shall provide all medical supervision, including an initial full medical examination completed within fourteen (14) days following admission, supervision of Methadone administration (Title 42 CFR 8.12), and medical direction (Title 22 CCR 51341.1);
- F. Contractor shall provide random urine drug screening at least monthly for every client in maintenance treatment, in accordance with Title 9 CCR 10310;
- G. Contractor shall provide physical examinations and laboratory tests at admission;
- H. Contractor shall provide group counseling – Face to face discussion in which one or more therapists or counselors treat four or more clients at the same time, focusing on the needs of the individuals served, as specified in Title 9 CCR 10345. For DMC reimbursement, groups must have a minimum of four (4) and a maximum of ten (10) persons; at least one (1) must be a Medi-Cal beneficiary;
- I. Contractor shall provide individual counseling – Face to face discussion between a beneficiary and a therapist or counselor, as specified in Title 9 CCR 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;
- J. A unit of service is reimbursed in 10-minute increments for both group and individual counseling sessions;

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- K. Contractor shall provide daily dosing and a minimum of 50 minutes, and a maximum of 200 minutes, of counseling services each month per client, as specified in 22 CCR Section 51516.1;
- L. For Court-ordered treatment, duration of treatment services shall not exceed twelve (12) months, as specified in California Penal Code Section 1210.1 (d)(3).
- M. 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.
5. **CLIENTS.** Contractor shall provide services as described in Section 4 to approximately 160 clients, ages 18 and over, at the Santa Barbara location and approximately 257 clients at the Santa Maria location, ages 18 and over, referred by sources described in Section 6.A. Contractor shall admit clients with co-occurring disorders as appropriate.
6. **REFERRALS.**
- A. Contractor shall receive referrals from Parole, Probation, Courts, CalWORKs staff, other County agencies, other outpatient providers, and self-referrals.
- i. Contractor shall receive referral via phone, written referral, or walk in.
 - ii. Referrals (other than self-referrals), shall be accompanied by written documentation.
- B. If services are mandated by the court, client will contact provider within twenty-four (24) hours of referral (except weekends or holidays). Contractor shall contact the referral source within seventy-two (72) hours with a verification of enrollment.
7. **ADMISSION PROCESS.**
- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Contractor shall admit clients referred by sources described in Section 6.A. unless the client meets one or more conditions specified in Section 9, 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:
- i. Consent to Treatment form, Program rules and guidelines, signed by client;
 - ii. Release of information form, signed by client;
 - iii. Financial assessment and contract for fees;
 - iv. Personal/ demographic information of client, as described in State of California Standards for Drug Treatment Programs, including:

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1. Social, economic and family background;
 2. Education;
 3. Vocational achievements;
 4. Criminal history, legal status;
 5. Medical history;
 6. Drug history;
 7. Previous treatment.
- v. Emergency contact information for client.
- D. Contractor shall notify referring party if client is not accepted into the Program, based on Section 9, within one business day of receiving the initial referral.
- E. Contractor shall complete and send a Verification of Enrollment form to the referring party upon acceptance of client into Program, no later than 72 hours after admission.
- F. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.

8. DOCUMENTATION REQUIREMENTS

- A. Contractor shall enter all California Outcomes Measurement System (CalOMS) treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service. The client must be discharged from treatment if there has been no client contact within 30 days. The date of discharge shall be the last face to face contact.
- B. Needs Assessment: Prior to developing a client's initial NRT treatment plan, as required in Section 8.C, the primary counselor shall complete and document in the client's record a needs assessment for the client, which shall include:
- i. A summary of the client's psychological and sociological background, including his or her educational and vocational experience.
 - ii. An assessment of the client's needs for:
 1. Health care as recorded within the overall impression portion of the physical examination;
 2. Employment;

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3. Education;

4. Psychosocial, vocational rehabilitation, economic, and legal services.

C. Contractor shall complete a treatment plan within 28 calendar days after client entry into program for all NTP clients.

i. NRT Treatment Plan Requirements. Contractor shall develop an individualized treatment plan for each client, as specified in 9 CCR 10072. The treatment plan shall include:

1. The primary counselor shall enter in the client's record his or her name and the date the client was assigned to the counselor.

2. 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-terms and long-term goal.

3. A description of the type and frequency of counseling services that are to be provided to the client, as required in Title 9 CCR section 10345.

4. An effective date based on the date the primary counselor signed the initial treatment plan.

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

1. Provisions to assist the client to understand illicit drug addictions and how to deal with them.

2. Provisions for furnishing services to the client as needed when the period of detoxification treatment is completed.

3. The treatment services required and a description of the role they play in achieving the stated goals.

4. The type and frequency of scheduled counseling services.

9. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:

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- A. Client threat of or actual violence toward staff or other clients;
- B. Rude or disruptive behavior that cannot be redirected.

10. DISCHARGES.

- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referring party and client, as detailed in the California Standards for Drug Treatment Programs. The Discharge Plan shall include:
 - i. Recommendations for post-discharge;
 - ii. Linkages to other services, if appropriate;
 - iii. Reason for discharge;
 - iv. Clinical discharge summary.
- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- C. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.
- D. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines.

11. STAFF.

- A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County MIS system, Drug Medi-Cal, SACPA, and Drug Court.
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulations.
- C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff is terminated from working on this Contract.
- D. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. 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

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expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- E. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.
- F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder, and/or State Alcohol and Drug Program certification if SACPA 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(ies) 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 ADMHS Contracts Division.
- B. In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this contract.
- C. If Contractor is a participant in the Drug Medi-Cal program, Contractor shall keep fully informed of all current State ADP Bulletins and Letters, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities.

EXHIBIT A

STATEMENT OF WORK

13. REPORTS.

A. **TREATMENT PROGRAMS:** In accepting funds for treatment services, Contractor agrees to submit the following by the 10th of the month following the date of service:

- i) Monthly Treatment Services Report on forms supplied by County;
- ii) Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR Section 96.126.

B. **SERVICE LEVEL REPORTS.** Contractor shall upload to the County MIS system the required data elements. These data elements include: units of service and/or face to face contacts (for all Drug Medi-Cal, Outpatient Drug Free, and Day Care Rehabilitative services), the number of clients admitted to the Program, unique clients served, and the total number of clients discharged and number of clients discharged to a lower/higher level of care. This requirement does not apply to Alcohol and Drug Free Housing, Prevention programs, and Individual providers. Contractor shall provide summary reports from other Contractor data sources, as requested.

C. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.

D. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Alcohol and Drug Programs on forms provided by either 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 thirty (30) days for Contractor to respond.

14. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4 and all relevant provisions of applicable law that are now in force or which may hereafter be in force. Contractor shall abide by State ADP Program Certification standards and regulations, and by the alcohol and drug treatment standards, policies, and procedures set forth by Santa Barbara County in the Provider Manual where applicable

15. BILLING DOCUMENTATION.

A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services and all Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF – Group, and

¹ ADMHS Model of Care
Aegis BC 09-10.doc

EXHIBIT A

STATEMENT OF WORK

Rehabilitative/Ambulatory ODF – Individual services, as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to DMC guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. Claims shall be submitted to the County MIS Unit within 72 hours of service delivery.

B. County shall host annual training sessions regarding documentation requirements under Drug Medi-Cal and other related State, Federal and local regulations. Contractor shall ensure that each staff member providing clinical services attends annually.

16. **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.

17. **STANDARDS**

A. Contractor shall make its service protocols and outcome measures data available to County and to Drug Medi-Cal site certification reviewers.

B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

18. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to State statutes, Title 42 Code of Federal Regulations (CFR), Part 2, Title 42 United State Code (USC) Section 290 dd-2, 42 USC 1320 (a) and (d) – (d)(8), Welfare & Institutions Code (W&IC) Section 14100.2, 45 CFR Section 96.132(e), 45 CFR Sections 160, 162, and 164, Section 11812, 11845.5, and 123110-123149.5 of the Health and Safety Code (HSC), Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85 of the Civil Code, Title 22 California Code of Regulations (CCR) Section 51009, Section 13 of this Agreement and Exhibit BAA, HIPAA Business Associate Agreement. Patient records must comply with all appropriate State and Federal requirements. 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.

19. **CLIENT AND FAMILY MEMBER EMPOWERMENT**

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

B. Contractor shall maintain a grievance policy and procedure to address client/family satisfaction complaints.

20. **CULTURAL COMPETENCE.**

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- A. 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 monthly staffing report), and the number of culturally diverse clients receiving Program services;
 - 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. Contractor shall fill Program service staff positions with staff that reflects the ethnic makeup of Santa Barbara County. At all times, the Contractor shall be staffed with personnel who are Bilingual (Spanish) and able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community;

21. NOTIFICATION REQUIREMENTS

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed/certified staff; restrictions in practice or license/certification as stipulated by a State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license/certification or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
- B. Contractor shall immediately notify the Designated ADP staff in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall notify the Designated ADP staff, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

- 22. **MONITORING.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care. This review may include clinical record peer

EXHIBIT A

STATEMENT OF WORK

review, client survey, and other program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement.

23. **PERIODIC REVIEW.** County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. ADMHS staff shall conduct periodic on-site reviews of Contractor's client charting.

24. **ADDITIONAL PROGRAM REQUIREMENTS**

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
 - B. Contractor shall provide a safe, clean and sober environment for recovery.
 - C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
 - D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
 - E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
 - F. 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 counseling services.
 - G. Contractor shall require each client to be screened for Tuberculosis prior to admission. Contractor shall admit client only after receiving confirmation of a negative test result.
 - H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
25. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from ADMHS.
26. Grant-funded services, such as those funded by Substance Abuse Mental Health Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.
27. Contractor shall attend ADMHS ADP Provider meetings regularly to receive information and support in addressing treatment concerns.

EXHIBIT B

FINANCIAL PROVISIONS

(with attached Exhibit B-1, Schedule of Rates)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount. 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, 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 for provision of the Units of Service (UOS) established in the Exhibit B-1 based on satisfactory performance of the Alcohol and Drug Program services described in Exhibit A.
- B. Drug Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A that are covered by the Drug Medi-Cal Program will be reimbursed by County from Federal Financial Participation (FFP) funds and State funds as specified in Exhibit B-1. Except where a share of cost, as defined in Title 22 California Code of Regulations 50090 and 50651 et. seq. is applicable, pursuant to Title 9 CCR 9533(a)(2), Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered, and shall not collect any other fees from Drug Medi-Cal clients. 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. The gross amount payable on the approved monthly invoice shall be automatically reduced by the agreed upon County Administrative Support Cost as specified in Exhibit B-1.
- C. Non-Drug Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, 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. Funds for these services are included within the Maximum Contract Amount.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

EXHIBIT B

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$11,000,000. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PROVISIONAL RATE. County agrees to reimburse Contractor the per capita uniform statewide daily reimbursement rate for each individual patient, as established by the State Department of Alcohol and Drug Programs, per Health and Safety Code Section 11758.42.

IV. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, or designee, in advance, to reallocate funds as outlined in Exhibit B-1 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.

V. 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 and Invoices:

- i. Claims for all Drug Medi-Cal services are to be entered into the County's Management Information System (MIS) and corrected no later than 10 calendar days after the end of the month in which services are delivered, as specified in Exhibit A, Section 15, Billing Documentation, although late claims may be submitted in accordance with State and Federal regulations. In addition to claims submitted in MIS, Contractor shall submit an invoice on a form acceptable to or provided by the County within 10 calendar days of the end of the month in which services are delivered that: i) summarizes the information submitted to MIS, including the UOS provided for the month, ii)

EXHIBIT B

states the amount owed by County, and iii) includes the contract number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to adpfinance@co.santa-barbara.ca.us. Backup documentation shall be submitted electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by the County, if applicable. Payment will be based on the UOS accepted into MIS on a monthly basis.

- ii. Invoices for all other services described in Exhibit A shall be delivered electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County, within 10 calendar days of the end of the month in which services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

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

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

- C. Maximum Monthly and Year-to-Date Payment Limitations: For Non Drug Medi-Cal services, except grant-funded services, the County's monthly payment(s) to Contractor shall be made in a manner that ensures variations in service/activity levels from month-to-month are recognized. Accordingly, an overage in actual services/activities from the Maximum Monthly Payment amount (Maximum Contract Amount divided by the number of months covered by the contract) in one month can be applied to offset any underage in actual services/activities in another month(s), so that Contractor will be paid up to one-twelfth (1/12) of the total contract maximum per month. Any services offered in excess of the one-twelfth amount will be adjusted quarterly such that the total amount paid per quarter will be equal to the value of one quarter of the Maximum Contract Amount.
- D. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.

EXHIBIT B

- E. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee will deny payment for services when documentation of clinical work does not meet minimum Federal, State and other applicable written standards.
- F. Claims Submission Restrictions.
1. Thirty-Day 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 30 days from the end of the month in which services were provided to avoid possible payment reduction or denial for late billing. Late claims may be submitted up to one year after the month in which services were rendered with documentation of good cause. The existence of good cause shall be determined by the State as provided in Title 22 CCR Sections 51008 and 51008.5.
 2. Billing Limit for all other services. For all other services, claims must be received by County within 30 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
 3. No Payment for Services Provided Following Expiration/ Termination of Contract. 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 Contract. 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 Contract 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 Contract.
- 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. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VI. PERFORMANCE REPORT

- A. Submission of Performance Report. Within forty-five (45) days after the close of

EXHIBIT B

the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete annual Performance Report. Contractor shall maintain source documentation to support the units reported which shall be available at any time to Director or designee upon reasonable notice.

- B. Performance Report to be Used for Settlement. The Performance Report shall be the final statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that units are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete annual Performance Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete annual Performance Report(s) by the ninetieth (90th) day after the close of the Fiscal Year 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 Performance Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding annual Performance Report. The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year 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 Performance Report(s) by the one-hundred twentieth (120th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding annual Performance Report(s) and paid by County to Contractor in the Fiscal Year for which the annual Performance Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for Programs covered by the outstanding annual Performance Reports.

VII. PREAUDIT PERFORMANCE REPORT SETTLEMENT.

- A. Preaudit Performance Report Settlement. Based on the annual Performance Report(s) submitted pursuant to this Exhibit B Section VI (Performance Reports) and approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit Performance Report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal

EXHIBIT B

statutes, regulations, policies and procedures, or requirements pertaining to performance reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of:

1. Contractor's published charge(s) to the general public;
 2. The per capita uniform statewide daily reimbursement rate for each individual patient, as established by the State Department of Alcohol and Drug Programs, per Health and Safety Code Section 11758.42;
 3. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit performance report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

VIII. AUDITS, AUDIT APPEALS AND POSTAUDIT 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 of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. 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. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30)

EXHIBIT B

calendar days from the date of the invoice.

- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

EXHIBIT B-1
Schedule of Rates and Contract Maximum

EXHIBIT B-1
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Aegis Medical Systems **FISCAL YEAR:** 2009-10

DESCRIPTION/MODE/SERVICE FUNCTION:	Unit	PROGRAM		TOTAL
		Narcotic Treatment Program		
		NUMBER OF UNITS PROJECTED (based on history):		
48 - OMD Dosing	day	79,273		79,273
48- NRT GRP Group Counseling	10 min session	3,819		3,819
48-NRT Ind Individual Counseling	10 min session	21,315		21,315
COST PER UNIT/PROVISIONAL RATE:				
48- OMD Dosing		\$11.30		
48- NRT GRP Group Counseling		\$3.17		
48-NRT Ind Individual Counseling		\$13.63		
MAXIMUM (NET) CONTRACT AMOUNT*:		\$ 1,100,000		\$ 1,100,000
DM/C Administrative Fee		\$ 110,521		
DM/C Gross Claim Maximum		\$ 1,210,521		

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
A	Medi-Cal Treatment Services (6241)		\$ 1,100,000	\$ 1,100,000
B	Medi-Cal Perinatal Services (6242)			\$ -
C	SACPA Treatment Services (6240)			\$ -
D	ADP Treatment Services - SAPT (6243)			\$ -
E	Drug Testing (6243 DT)			\$ -
F	PERINATAL NON DRUG MEDI-CAL (6244)			\$ -
G	CalWORKS (6249)			\$ -
H	Drug Court Services (6246)			\$ -
I	Prevention Services (6351)			\$ -
J	Youth Services (6250)			\$ -
K	CARES (6558)			\$ -
	TOTAL (SOURCES OF FUNDING)		\$ 1,100,000	\$ 1,100,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: Erni Jeffery

FISCAL SERVICES SIGNATURE: Jan [Signature] 8/1/09

* Maximum (Net) Contract Amount is Less Administrative Fee of 9.13% (Drug Medi-Cal only). The 9.13% Administrative Fee is deducted from the Drug Medi-Cal Gross Claim Maximum.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

1. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to: any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

Contractor shall indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him to the fullest extent allowable by law.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any

EXHIBIT C

work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000, requires approval by the County.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single

EXHIBIT C

limit of not less than \$1,000,000, per occurrence or claim and \$2,000,000, in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

3. In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable and based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**Exhibit BAA
HIPAA Business Associate Agreement**

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")² to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")³

2. Requirement to Train Own Employees

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

3. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

4. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- A. Encrypting EPHI that it stores and transmits;
- B. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- C. Using antivirus software that is upgraded regularly;
- D. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and

² "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

³ "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit E HIPAA Business Associate Agreement

Exhibit BAA
HIPAA Business Associate Agreement

E. Conducting periodic security training.

5. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

6. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

7. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

8. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

9. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

10. Accounting of Disclosures

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

11. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

Exhibit BAA
HIPAA Business Associate Agreement

12. Destruction of PHI

- A. Upon termination of the underlying Agreement for any reason, the Contractor shall:
1. Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
 2. Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 9 of this Exhibit for a period of six years after termination of the underlying Agreement.

- B. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

13. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

14. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

15. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

16. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

17. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.

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

Narcotic Treatment Program Services Outcome Measures		
Program Goal	Outcome	Measure
<ul style="list-style-type: none"> ❖ Medically stabilize narcotic dependent clients ❖ Have clients replace all current drugs of abuse, narcotics especially, with Methadone or other prescribed narcotic replacement therapy. ❖ Assist clients to develop the skills necessary to lead healthy and productive lives 	<ul style="list-style-type: none"> ✓ 100% of all Narcotic Treatment Program (NTP) clients admitted into program will have a complete physical examination ✓ 60% of NTP clients will stop using drugs of abuse other than narcotic replacement ✓ Decrease incarceration rates of NTP clients ✓ Relapse rates of NTP clients will decrease by 50% 	<ul style="list-style-type: none"> ➤ Number of clients admitted to NTP ➤ Number of readmissions to NTP ➤ Number of clients complying with their treatment plans, including drug testing ➤ Number of client arrests and jail days

AGREEMENT SUMMARY

BC 10-028

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 09-10
 D2. Budget Unit Number (plus -Ship/Bill codes in parenthesis)..... 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, and Mental Health Services
 D5. Contact Person Danielle Spahn
 D6. Telephone..... (805) 681-5229

K1. Agreement Type (check one): Personal Service Capital
 K2. Brief Summary of Agreement Description/Purpose DMC Narcotic Treatment Program
 K3. Original Agreement Amount..... 1100000
 K4. Agreement Begin Date 7/1/2009
 K5. Original Agreement End Date 6/30/2010
 K6. Amendment History (leave blank if no prior amendments)

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :
 B1. Is this a Board Agreement? (Yes/No) Yes
 B2. Number of Workers Displaced (if any) N/A
 B3. Number of Competitive Bids (if any) N/A
 B4. Lowest Bid Amount (if bid) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number.....
 B7. Boilerplate Agreement Text Unaffected? (Yes / or cite Paragraph) ... Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount..... 1100000
 F3. Fund Number..... 0049
 F4. Department Number 6241
 F5. Division Number (if applicable) N/A
 F6. Account Number 7460
 F7. Cost Center number (if applicable) 6241
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... A = 181472
 V2. Payee/Contractor Name..... Aegis Medical Systems
 V3. Mailing Address..... PO Box 1980
 V4. City State (two-letter) Zip (include +4 if known)..... Agoura Hills, CA 91376
 V5. Telephone Number 8182060360
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 95-4580047
 V7. Contact Person Ehud Barkai
 V8. Workers Comp Insurance Expiration Date 12/1/2009
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... G 5/12/2010 P 5/12/2010
 V10. Professional License Number /N/A
 V11. Verified by (name of County staff) Danielle Spahn
 V12. Company Type (Check one): individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 6/1/09 Authorized Signature: 