

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of March 1, 2018, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **AEGIS TREATMENT CENTERS LLC**, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area;
- B. CONTRACTOR has the experience and qualifications to provide the Services COUNTY requires pertaining to COUNTY'S Alcohol and Drug;
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of March 1, 2018, and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A and A-1.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures <u>(Must be completed by Contractor and submitted to County prior to approval of agreement.)</u>
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input checked="" type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Compliance Criteria, Attached
<input checked="" type="checkbox"/>	Exhibit J	Assurances, Attached
<input checked="" type="checkbox"/>	Exhibit K	Monitoring and Audit, Attached

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT
 TULARE COUNTY HEALTH & HUMAN SERVICES
 AGENCY
 5957 S. Mooney Boulevard
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

AEGIS TREATMENT CENTERS LLC,
 7246 Remmet Ave.
 Canoga Park, CA 91303
 Phone No.: 818-206-0360 x 201

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

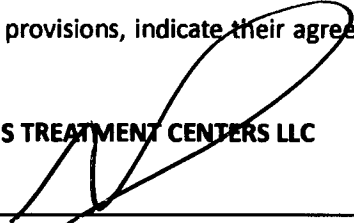
COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

AEGIS TREATMENT CENTERS LLC

Date: November 1, 2018

By 

Print Name Alex Dadd

Title Chief Executive Officer

Date: November 1, 2018

By 

Print Name Thaiphong Vo

Title In-House Counsel

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: ~~MICHAEL C. SPATA~~
JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Bill Miller 11/29/18

Deputy
Matter # 20181383

**EXHIBIT A
SCOPE OF SERVICES**

**AEGIS TREATMENT CENTERS, LLC
Outpatient Narcotic Treatment Program Services**

**FISCAL YEARS 2017/2018 & 2018/2019
MARCH 1, 2018 THROUGH JUNE 30, 2019**

Aegis Treatment Centers, LLC, hereinafter referred to as Aegis is the largest Medication Assisted Treatment (MAT) provider in California, and has been providing MAT for over 20 years. Aegis currently operates a network of 30 Narcotic Treatment Programs (NTPs) and 2 Medication Units (MUs) in California. Through Aegis' history, Aegis has maintained fully compliant Substance Abuse Prevention and Control Contracts with fourteen California counties.

All Aegis clinics hold licenses and certifications in good standing with the following agencies: Federal Drug Enforcement Administration (DEA); Substance Abuse and Mental Health Services Administration of the US Department of Health and Human Services; California Department of Health Care Services (CDHCS); Medi-Cal; Medicare. Additionally all Aegis clinics have obtained the highest level of accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF).

Aegis currently serve fifteen California Counties, which include facilities that serve a substantial number of Tulare DMC eligible residents.

~~Aegis-Delano~~ is located at 1019 Jefferson Street in the city of Delano. The program is located off of Interstate 99 with easy access to the off and on ramps. Public transportation is available via Kern Transit bus route 1 and 110 with an easy walk to and from the bus stop.

~~Aegis-Bakersfield 21st St.~~ is located at 1018 21st Street in the city of Bakersfield. The program is located off of Interstate 204 and 178 with easy access to the off and on ramps. Public transportation is available via Kern Transit bus 43 with an easy walk to and from the bus stop.

~~Aegis-Bakersfield Columbus~~ is located at 501 W Columbus Street in the city of Bakersfield. The program is located off of Interstate 204 and 178 with easy access to the off and on ramps. Public transportation is available via Kern Transit bus 61 with an easy walk to and from the bus stop.

~~Aegis-Fresno~~ is located at 3707 E Shields Avenue in the city of Fresno. The program is located between Interstates 41, 168, and 180 with easy access to the off and on ramps. Public transportation is available via Fresno Area Express bus 41 with an easy walk to and from the bus stop.

The program budget will be dictated by the number of Tulare Drug Medi-Cal beneficiaries Aegis provides treatment to. While Aegis provides a package of services, currently Aegis only bills for two (2) services; Medication and Individual Counseling. The rates associated with these services are set by the State for NTPs.

Aegis provides both Buprenorphine and Methadone for medication. Both of these rates are set by the State. For FY 2017-2018 the Buprenorphine and Methadone daily rates are \$20.06 and \$13.11, respectively.

Aegis provides both individual and group counseling to DMC patients, however Aegis only bills for Individual counseling. Again, this rate is set by the State. For FY 2017-2018 the individual counseling rate is set at \$15.37 for one 15 minute increment.

Aegis applies the Harm Reduction Discipline, which utilizes replacement therapy as the main vehicle for the stabilization of patients who are recovering from opioid addiction.

The decisions regarding administration and dosage of Buprenorphine and Methadone are made by the medical director in accordance to the published American Society of Addiction Medicine (ASAM) / California Society of Addiction Medicine (CSAM) induction and tapering schedules and in compliance with Substance Abuse and Mental Health Services Administration (SAMHSA) / Center for Substance Abuse Treatment (CSAT) guidelines.

Although medication is an essential component of the treatment Aegis provides, it is not sufficient by itself to sustain the successful recovery of patients. Most patients in an NTP are struggling with co-occurring conditions, if left untreated, are likely to become relapse triggers.

Effective treatment of NTP patients requires a multidisciplinary and integrated scope of services, including: caseload management and crisis intervention, specialized services (both in group and individual settings), social work, education, and support groups. The rate of successful recovery in an NTP depends on both the patients' commitment to their recovery, as well as on their compatibility to the NTP treatment modality. Patients who have severe mental, emotional and/or behavioral disorders, or who have unreliable support systems, are not likely to be successful in their treatment at an NTP. Such individuals may need to be referred to a more intensive level of services.

As a licensed and certified Opioid Treatment Program (OTP) Aegis is required to provide medication for patients diagnosed with Opioid Use Disorder (OUD). Aegis clinics provide both **Buprenorphine** and **Methadone** on an outpatient basis in accordance with state and federal regulations. All patients enrolled for treatment at Aegis clinics meet the Diagnostic and Statistical Manual of Mental Disorders – Fifth Edition (DSM-5) criteria for dependence, currently have physical dependence, have at least two years of dependence, have at least 2 failed treatment attempts, and come voluntarily. State regulations for OTP determine the number of patients allowed to be treated at each OTP. Currently Aegis Kern County and Aegis Fresno County clinics have a total treatment capacity of 1,220 and 560, respectively. These two Aegis clinics are currently treating 1,644 patients out of a possible 1780. There are 136 available 'slots' for patients to enter into treatment.

Aegis is committed to increasing the availability of all Food and Drug Administration (FDA) approved medications for Opioid Use Disorder. Please note, we have piloted Vivitrol as an additional Medication for OUD in other counties and are interested in expanding its use throughout all clinics.

Aegis employs physicians, nurses, and medical assistants to oversee and provide support services to patients receiving MAT. Physicians prescribe either medication in line with federal regulations. Physicians work with patients to determine a therapeutic level of medication during the induction period. This ensures patients do not experience withdrawal or euphoria. At any point of treatment patients can let staff members know if they feel they are either over or under prescribed. This triggers a medical consult with the program physician. At this time the program physician can adjust medication levels as medically appropriate.

Medication Management is overseen by the physician. Upon admission the client is required to see the physician at least once within the first 14 days. The patient is then required to follow-up with the medical doctor within 30, 60, 90 days of admission, and then at least on an annually basis. It is important to Aegis that the patients work closely with patients to make sure all their medical needs are being made-either through referral to or collaboration with the appropriate outside physician.

Medication is only part of treatment. All patients at Aegis are required to participate in individual and group counseling as part of their treatment. Patients are recommended to receive four individual counseling sessions of 50 minutes a month. At a minimum, patients receive one 50-minute individual counseling session a month. Group counseling is available for all patients who may benefit from group counseling. Groups are developed on a clinic specific basis depending on what clinic needs are. For example, if the number of expecting mother at a clinic increases, Aegis will develop a family preparation or maternity group.

Aegis is a high-accountability program in that the patients, at the start of treatment and for several months thereafter, are required to come to the clinic on a daily basis. This ensures regular communication between staff and patient. At each visit to the nurse station, where patients receive medication, nurses' conduct a check-in to see how patients are progressing and ensuring they are stabilizing. If patients present a concern to the nurse, he or she is able to flag the patient and indicate patient's need. Medical Assistants will then schedule the patient according to the patient need.

Patients are required to come to Aegis daily to take their medication. Per State and Federal regulations patients who are program compliant and meet all State and Federal requirements may receive take-home privileges. Take-home privileges can be provided for 1 to 13 days, allowing patients to come to the clinic less frequently as they show long term recovery skills and adhere to program requirements. From a systems standpoint, Aegis patients are highly medication compliant with attendance averaging 96% daily. In turn, this means only 4% of Aegis' population may miss a day of medication. From a medical standpoint methadone has a 36 hour half-life. While it is understood patients must come in every day, there are extenuating factors that may prevent a patient from coming in. If this happens it is require patients to come the next day for medication.

The Aegis model utilizes counseling services to deliver individualized services and is revisited every 90 days as part of the treatment plan. Over the course of treatment at Aegis patients are evaluated for progress as well as the need for other services. Counseling services are provided by counselors who are, at a minimum, registered Alcohol and other Drug (AOD) counselors with accredited agencies. A large portion of counseling staff are licensed as interns with the Board of Behavioral Sciences (BBS), Marriage and Family Therapists (MFT), certified AOD counselors, clinical social workers, and professional clinical counselors. Many of the management supervisory staff are licensed clinical professionals (e.g. Psychologists, LMFTs, and LCSWs).

As a licensed OTP Aegis is required to provide at a minimum, 50 minutes of individual counseling services to patients. However, Aegis is dedicated to assisting patients in long term recovery by providing a multitude of counseling services based on empirically supported practices. The counseling structure at Aegis provides individual and group counseling using evidence based practices. Individual counseling at Aegis includes, when necessary, case management services. Aegis offers both counselor-led and peer-led groups. Keys to Recovery (K2R) is the program's model for peer-support. The development of Patient Advisory and Advocacy

Group (PAAG) allows patients who are in long term recovery to support other patients in treatment and address patient needs and concerns to clinic management.

To sustain high rates of clinical success, and meet the individual needs of its patients, Aegis has extended its scope of practice (i.e. the Aegis Model) beyond Title 9 Requirements and Title 22 California Code of Regulations structure. The Aegis Model includes the following services:

Individual Counseling will be enhanced through the development, training and implementation of the following counseling techniques:

- Motivational Interviewing is expected to increase the involvement of the patient in their own treatment planning and recovery efforts, providing them with encouragement and a sense of entitlement to their own future.
- Cognitive Behavioral Therapy to assist and overcome the obstacles raised by the patient's emotional state as well as rationalize Treatment Planning. It will help patients focus on their recovery by applying logical rather than emotional reactions to uncontrolled circumstances.
- Narrative Therapy provides patients with a better perspective of themselves through recognition of the "larger picture" and individual "pieces" of their lives (e.g., their strengths and available support systems).

Group Counseling will be effective in recognizing the different qualities and unique clinical value of the group dynamics associated with group counseling (in comparison to individual counseling). Group counseling will be provided in addition to individual counseling and address the following populations:

- Relapse Prevention treatment of patients showing early relapse signs (e.g. associating with "old friends," "old places," etc.).
- Anger Management for patients showing emotional problems that interfere with their successful recovery and support systems (e.g. family, workplace, etc.).
- Domestic Violence therapy to help patients cope with the emotional burden created by verbal and physical abuse.
- Pre-natal and Perinatal counseling services for parents.
- Family Preservation for patients facing crisis within their family, whether spouse, children and/or significant other.
- Substance Abuse Maintenance Method ("SAMA") addressing the most common co-occurring mental conditions and their triggers.

Specialized Counseling will be provided for the education and treatment of special and additional socio-economical patient needs not addressed by the above-mentioned counseling. Some of these counseling and educational programs will utilize community resources. The counseling will include the following counseling protocols and procedures:

- Case Management by which each patient is assigned to a caseload manager, who becomes the patient's primary point of contact. The caseload managers are responsible for the evaluation of the patient, and development of treatment and discharge plans. Accordingly, they are responsible for referring the patients to other professionals both within and outside of Aegis.
- Educational Programs The medical directors, regional clinical directors and specialists also provide educational programs to patients relating to their individual conditions. The educational programs

focus on educating patients on their conditions, and ways of overcoming potential barriers to treatment (*e.g.*, fear, insecurity, denial, guilt, shame, ignorance, etc.) Again, this service is provided at no charge to the patients.

- **Clinical Supervision** in addition to medical directors, Aegis has recruited and trained regional clinical directors (RCDs). Assigned to every clinic, they assist the medical directors with the evaluation and treatment of patients with mental, emotional and/or behavioral disorders. RCDs also carry additional responsibilities relating to the development of strategic relationships with academic institutions, community relations, and networking with other local mental health providers, development of specialized services and recruiting and training of specialists, supervision of BBS and California Psychology Board interns, as well as participate in peer reviews and case conferences. Regional clinical directors are required to be highly credentialed.
- **Internal Procedures**: In addition to the above, Aegis engages in case conferences, peer reviews, as well as staff training. These activities enable Aegis to maintain high clinical standards and are conducted on weekly and monthly basis with clinical staff in attendance.
- **Crisis Intervention**: Caseload Managers are responsible for overseeing crisis intervention on a case by case basis. This is especially important as it relates to identification of early relapse signs/symptoms and mitigation of relapse triggers.
- **Keys to Recovery (K2R) Support Groups**: Aegis has developed a variety of K2R support groups in its clinics. K2R groups are similar to 12-step support groups and are patient run. K2R groups complement the short-term treatment goals of patients. Such groups are dedicated to various topics, including: anxiety; anger; grief and loss; relapse prevention; etc. The patients who facilitate K2R meetings are primarily local PAAG members. These services are not billed to the patient or their carriers. It's important to note that support groups allow patients who struggle with similar issues to provide each other with emotional support, and advice. Most importantly, they provide patients with a sense of power over and responsibility toward their own recovery. Patients who participate in support groups show higher rates of recovery.

Case management services are provided to all patient who present the need. The need for case management services is determined during individual counseling by staff counselors, physician consultations, and during interdisciplinary case conference meetings. Some case management services may be addressed fully by Aegis staff, when it is determined the patients require additional case management services patients are referred to appropriate specialized services. Aegis encourages all patients to consent to coordination of care between Aegis and specialized care providers.

Counselors engage in micro-social work to refer patients to appropriate services based on the domain of functioning needing support. This includes but is not limited to other substance use treatment modalities, medical, mental health, employment, legal, educational, or any other social service. Ancillary services and referral partners are listed and tracked by PHASE, Aegis' electronic health record system. Clinical staff are able to search for community partners and referral networks within PHASE, at which point with the patients consent coordinate care. The PHASE system requires the referral to be documented. If a patient requires care beyond the scope of Aegis or MAT, the patient will be assessed using ASAM continuum (full) assessment for appropriate transitioning.

Patients who suspect they may be pregnant, or plan on becoming pregnant must inform the medical director prior to admission. All patients already in treatment who become pregnant, suspect they may be pregnant, or plan on becoming pregnant must form the Aegis clinic at which they receive treatment by requesting an appointment with the Clinic Medical Director or Physician Assistant and specifying the reason for their request.

Aegis has successfully operated in the Substance Use Disorder Field for two decades, and is considered a leading Substance Use Disorder treatment provider in California. Accordingly, Aegis employs professionals who bring with them hundreds of hours of experience in health care and

SUD treatment. Staff rosters, resumes and job descriptions can be provided if requested.

Aegis as an organization employs Doctors of Medicine (MDs) with over 200 years of experience in aggregate; RCDs with 150 years; clinic managers with 120 years; nurses with 200 years in aggregate.

To implement the expanded scope of services, each Aegis clinic employs professionals from a number of different disciplines. These professionals collaborate regularly in order to ensure the provision of comprehensive treatment services to each and every Aegis patient.

Aegis Multidisciplinary Team Brief Job Descriptions

- a. Regional Clinic Manager: Works closely with the Clinic Managers. Oversees the facilities ensuring regulatory compliance, patient care and outcomes, employee relations, and community development.
- b. Clinic Manager: Supervises clinic operations, ensures regulatory compliance, and oversees quality assurance/control of clinical and medical services. Hires, trains, and supervises clinic staff.
- c. Clinic Medical Director: Assumes the highest medical responsibility for patients. Ensures medical regulatory compliance. Conducts physical examinations of patients and provides appropriate care. Evaluates and prescribes replacement therapy (methadone). Teaches and trains clinical staff.
- d. Regional Clinical Director ("RCD"): An experienced mental health professional, such as a psychologist (PhD or PsyD), a marriage and family therapist ("MFT"), or a clinical social worker ("LCSW"), with outstanding clinical skills. Together with the Clinic Medical Director, ensures that the treatment at Aegis meets superior clinical standards and is done with professional discretion. Trains clinical staff on various clinical issues.
- e. Physician Assistant, Nurse Practitioner: Works closely and under the direction of the Medical Director to provide services such as medical assessments and physical exams to patients. Also involved in teaching and training of clinical staff.
- f. Dispensing Nurse: Per Medical Director's orders, dispenses controlled and non-controlled substances and evaluates patients for side effects or reactions. Ensures patient confidentiality and security at the dispensing window.
- g. Clinical Specialist/Therapist: Has extensive clinical experience in an area of expertise that is relevant to Aegis' patient population, such as Posttraumatic Stress Disorder ("PTSD"), grief and loss, anger

management, anxiety and stress management, and adult Attention Deficit Hyperactivity Disorder (“adult ADHD”). Works under the supervision of the RCD. Provides mental health treatment to patients. Assists in the development of clinical protocols and the training of clinical staff.

- h. Counselor/Caseload Manager: Orients new patients, conducts assessments, and develops treatment plans. Determines clinical necessity of additional services such as social work, psychotherapy, education, and participation in specialty groups. Monitors patients’ treatment progress, especially as it relates to relapse indicators, as well as provides individual and group counseling services.

Aegis uses an in-house developed electronic medical record (EMR) system called “PHASE” specifically designed to address the needs of Medication Assisted Treatment clients, and Aegis clinicians. PHASE incorporates NTP best practices and regulatory requirements, as well as acts as a secure, scalable, and feature-rich web-based data collection platform that enables clinicians to efficiently manage and analyze critical patient treatment information in real time.

PHASE also has a California Outcomes Measurement System (CalOMS) module into which all Aegis facilities currently enter their CalOMS data. The data is batched at the end of each month and submitted to the State ADP and participating Counties. Aegis is able to provide CalOMS data in an electronic format (either in the State’s format or any other proprietary format, as required).

Aegis is confident in its organizational capacity to collect and report data to Tulare County within five business days of a request and in compliance with all other State and County of Tulare data system reporting.

PHASE consists of the following modules: (1) Front Office Module, patient and staff schedules; billing; eligibility verification; issuance of invoices, receipts and deposit slips; (2) Back Office, patient health history; prescribed medications; medical examinations; (3) Lab & urinalysis (UA), lab work; automated interface of lab reports; (4) Counseling, need assessments; clinical screening tools; treatment plans; discharge plans; (5) Dispensing, medication inventory management; electronic dispensing of medication.

Furthermore, PHASE currently can generate over 500 built-in reports that cover every aspect of patient care, accordingly Aegis is exceptionally well equipped to generate any data reports needed for DMC-ODS Pilot data requirements.

Aegis has well established policies as they relate to data entry and transmission, which is primarily administered by Aegis “PHASE” system. The system was specifically designed to address the needs of Medication Assisted Treatment clients and comply with all relevant confidentiality laws (e.g., HIPAA / HITECH, 42 CFR Part 2). Furthermore, Aegis implements an Encryption Policy and service (i.e., Mimecast) to encrypt all Protected Health Information (PHI) and other sensitive data. The system uses a symmetric cryptosystem key lengths at least 80 bits for confidential data and 64 bits for other sensitive information. For portable devices, all users must obtain specific permission from the before storing confidential data on a portable computing device. Confidential information stored on portable devices including must be encrypted using approved encryption product approved by the Director of Technology.

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at **CONTRACTOR'S** sole cost.

Services provided may include:

- **AT&T Language Line**
- **American Sign Language Translation Services, including TTY/TDD California Relay Services**
- **Orchid Interpreting**
- **Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services**

CONTRACTOR will not be allowed to use **COUNTY'S** language and translation services' providers' accounts. Separate accounts will need to be arranged at **CONTRACTOR'S** discretion.

If **COUNTY** at any given time receives charges for **CONTRACTOR'S** language and translation services, **CONTRACTOR** will receive an invoice for such charge(s).

**EXHIBIT B
COMPENSATION**

**AEGIS TREATMENT CENTERS LLC., dba AEGIS
Outpatient Narcotic Treatment Program Services
FISCAL YEARS 2017-2019
MARCH 1, 2018 THROUGH JUNE 30, 2019**

This Agreement is for the purpose of providing Non-Perinatal and Perinatal Methadone Maintenance for Drug Medi-Cal (DMC) clients. Clients may be residents of Tulare County or anywhere from within the State of California. Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by DMC. No bona-fide DMC client shall be refused services by CONTRACTOR. A DMC client shall not be charged a fee for services, other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, CCR.

The base reimbursement estimate for Fiscal Years 2017 - 2019 shall be **TWO HUNDRED FOURTY-FIVE THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS (\$245,128.00)** for Non-Perinatal clients and **FIVE THOUSAND DOLLARS (\$5,000.00)** for Perinatal clients; subject to the entitlement nature of DMC as described below. The total base amount for contracted services is **TWO HUNDRED FIFTY THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS (\$250,128.00)**.

Service Provided	Contract Amount
Non-Perinatal Meth Maint	\$245,128 ⁰⁰
Perinatal Meth Maint	\$5,000
Total(s)	\$250,128 ⁰⁰

CONTRACTOR shall submit monthly DMC claims for services rendered to both Perinatal and non-Perinatal clients each month to the County's Accounts Receivable Unit (at 5957 S. Mooney Blvd., Visalia, CA 93277). DMC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall ONLY be reimbursable to CONTRACTOR subject to payment by the State to COUNTY. Said claims will be paid according to the normal County payment cycle, based upon the published FISCAL YEAR State-approved DMC rates. The State of California may deny and/or disallow claims submitted for payment; COUNTY will notify CONTRACTOR of the claim status and request corrections as needed. Those claims that are deemed uncollectible and "final denied" will become payable to the COUNTY from CONTRACTOR.

CONTRACTOR should enter all relevant client information into at admission, but under no circumstances shall it be entered later than five days after admission date. DATAR (Drug & Alcohol Treatment Access Report) reports are due from CONTRACTOR on the 10th of each month and are to be sent to the State according to Department of Health Care Services (DHCS) SUD Programs and COUNTY instructions. AVATAR client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file claims timely, enter client information into AVATAR, DATAR, or CalOMS, COUNTY may withhold payments until such entries have been made.

Records on each individual recipient of DMC services shall include diagnostic studies, records of client counseling sessions, progress notes, discharge summaries, and/or any other pertinent client information. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties.

If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past and current recipients of services of the terminated or non-renewed Substance Use Disorder (SUD) program(s) must be maintained by CONTRACTOR for a minimum of 5 years or until all audit issues with the State have been satisfied, whichever is longer, although COUNTY shall have access to these records at any reasonable time.

If Federal, State or other funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if any funding priorities are imposed by the State, the reimbursement amounts shown above may be reduced on a proportionate basis or terminated with a 30-day written notice.

Not later than sixty (60) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Performance Report related to funding described above. The Performance Report will include the State worksheet labeled Document 2P(h) NTP Non-Perinatal and Document 2P(h) NTP Perinatal. This Report will clearly show both the allowable funding and allowable Units of Service (UOS) provided by CONTRACTOR. UOS to be reported shall be as follows, for Perinatal and non-Perinatal separately:

NTP

of Individual counseling sessions @ 10 minutes each

of Methadone doses administered

Licensed capacity

An annual narrative of program progress toward outcomes shall be submitted with the annual Performance Report.

Drug Medi-Cal is an entitlement program and cannot be capped or limited. Thus, the DMC amounts shown in the CONTRACTOR budget are simply estimates, and are not to be construed as maximums or limiting factors. However, COUNTY will not pay any expenses incurred above rate caps.

It is understood that if the Department of Health Care Services, SUD Programs disallows or denies DMC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

Exhibit C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance 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 no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of 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 affect 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.*

- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the County.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.
- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.
- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT I
COMPLIANCE CRITERIA

1. California Welfare and Institutions Code, Division 5
2. California Health and Safety Code, Division 10 (where applicable) and Division 10.5
3. California Code of Regulations, Title 9 & 22
4. Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment & Rehabilitation Act of 1970, Pub.L.91 -616, 84 Stat. 1953, 42 U.S.C. s 4582.
5. State Department of Alcohol and Drug Programs, Drug Program Fiscal System Manual
6. State Department of Alcohol and Drug Programs, Audit Assistance Guide
7. Allowable costs, as used in California Code of Regulations, Title 22, Section 51516.1(c)(2), shall be determined in accordance with Code of Federal Regulations, Title 42, Parts 405 and 413 and HIM-15, " Medicare Provider Reimbursement Manual."
8. State Department of Alcohol and Drug Programs, Perinatal Treatment and Expansion Program Guidelines (when applicable)
9. State Department of Alcohol and Drug Programs, Alcohol Services Reporting System Manual for County Alcohol Services
10. Single Audit Act of 1984 (Public Law 98-502) and Revision of 1996 with corresponding circulars, Office of Management and Budgets (OMB) Circulars A-I 10 and A-I 33 (revised June 2003), especially:
 - 1) A-133, section 200(d), stating that non-Federal entities that expend less than \$500,000 a year in Federal money are exempt from Federal single or program-specific audit requirements, although records must be available for review or audit by appropriate Federal, State, or local officials.
 - 2) A-133, section 230(b)(2), stating that those receiving less than \$500,000 in Federal funding cannot use that money to pay for an audit. Those receiving \$500,000 or more may charge the applicable federal awards for the cost of the audit.
 - 3) Pursuant to OMB Circular A-133, County shall monitor the activities of all Contractors to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the contracts, and that performance goals are achieved.
11. California Code of Regulations, Title 9, Division 4, Chapter 2.5. Section 9545 requiring County audit of Agreements expending \$300,000 or more in accordance with GAAP (as described in Government Auditing Standards 1994 Revision) to establish whether Contractor expended funds in accordance with the provisions of ADP/Prop 36, the requirements of Chapter 2.5, and the County terms and conditions under which the funds were awarded.
12. State Department of Alcohol and Drug Programs, Utilization Control Plan for Drug/Medi-Cal (when applicable).

13. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Section 16366.1 et seq.; Federal Block Grants.
14. California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130 et seq.; Federally Mandated Audits of Block Grant funds Allocated to Local Agencies.
15. United States Code, Title 42, Section 300x-52; Reports and Audits for Block Grants.
16. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart i, Section 300x-5 and 31, and Code of Federal Regulations, Title 45, Section 96.135, with the following specific restrictions on spending Block Grant Funds:
 - 1) no cash payments to clients
 - 2) no inpatient hospital services
 - 3) no salary in excess of \$171,900
 - 4) no purchase or improvements to land
 - 5) no use of funding to match or draw down other Federal funds
 - 6) no subcontracting of primary services to a for-profit
 - 7) no needle exchange program
17. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart ii, commencing at section 300x-24, relating to requirements for use of Federal funds regarding tuberculosis and HIV
18. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994.
19. Code of Federal Regulations, Title 21, Part 1300 et seq.; Drug Enforcement Administration Requirements for Food and Drugs.
20. Code of Federal Regulations, Title 42, Part 54 et seq.; rules of charitable choice, relating to nondiscrimination against religious organizations, personnel who received education or training from a religious organization, or program beneficiaries on the basis of religion. Also establishes a referral process to a reasonably accessible program for clients who may object to the religious nature of the program they've entered.
21. State Administrative Manual, chapter 7200 (General Outline of Procedures), especially relating to the use of generally accepted accounting principles in an organization's fiscal structure and operations.
22. Code of Federal Regulations, Title 7, Part 3017; Code of Federal Regulations, Title 45, Part 76; Code of Federal Regulations, Title 40, Part 32; and Code of Federal Regulations, Title 34, Part 84; regarding disbarment and suspension certification.
23. California Government Code, Title 2, Section 84309; restricts any public funds for political activities.
24. Public Law 110-161; Restricts any public funds for political activities.
25. State Department of Alcohol and Drug Programs, Document 1 U, regarding Research-based Prevention Requirements (http://www.adp.state.ca.us/NNA/support_files.shtml).
26. Public Law 103-227, also known as the Pro-Children Act of 1994, regarding smoking prohibition requirements.
27. State Department of Alcohol and Drug Programs, Document 1 J, regarding dispute resolution process of financial findings related to programs, claims, or services; to be utilized by County subsequent to discussions with Contractor (http://www.adp.state.ca.us/NNA/support_files.shtml).
28. California Health and Safety Code Section 11987.5(a)(2), stating that Contractors providing a combination of DIMC and other Federal or State funding for the same services at the same location are to be reimbursed on the basis of actual costs, in accordance with Title XIX of the Social Security Act, Title

22 of the California Code of Regulations, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

29. California Civil Code Sections 56-56.37 -Confidentiality of Medical Information Act (in addition to Exhibit "G" HIPAA Requirement).
30. California Health and Safety Code Section 123110 et seq., regarding Patient Access to Medical Records (in addition to Exhibit "G" HIPAA Requirement).
31. State Department of Alcohol and Drug Programs, Document 2E, regarding appeal process in the event the State disapproves a Contractor's request for certification or re- certification for DIMC, and D/MC certification Standards for Substance Abuse Clinics(http://www.adp.state.ca.us/NNA/support_files.shtml).
32. Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of its contract with the County.
33. Code of Federal Regulations, Title 42, Part 8.
34. State Department of Alcohol and Drug Programs, Document 1 P, regarding Alcohol and/or Other Drug Program Certification Standards (http://www.adp.state.ca.us/NNA/support_files.shtml).
35. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
36. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
37. State Department of Alcohol and Drug Programs, ADP Bulletin 04-05, including attachments, In relation to Charitable Choice Regulations
38. Americans with Disabilities Act (ADA) Title 45
39. Code of Federal Regulations, Title 42, Part 2; Confidentiality of Alcohol and Drug Abuse Patient Data
40. Code of Federal Regulations, Title 45, Part 96; SAPT Block Grant Regulations
41. State Department of Alcohol and Drug Programs, ADP Bulletin 07-03 – Revised NNA Contract Compliance Review (www.adp.ca.gov/ADPLTRS/PDF/ADP_Bulletin_07-03.pdf)
42. State Department of Alcohol and Drug Programs, Combined Negotiated Net Amount/Drug Medi-Cal (NNA/DMC) County/State contract requirements
43. State Department of Alcohol and Drug Programs, Perinatal Services Network Guidelines, when applicable (www.adp.ca.gov/Perinatal/pdf/Guidelines_09.pdf - 2009-09-21)
44. Tuberculosis Services as defined in Code of Federal Regulations, Title 45, Section 96.121 for those clients receiving AOD treatment services
45. State Department of Alcohol and Drug Programs, Youth Treatment Guidelines for youth specific services, reference NNA Contract Exhibit C, Article I, B, 9 (http://www.adp.ca.gov/youth/guidelines_standards.shtml)
46. Section 504 of the Rehabilitation Act of 1973; Nondiscrimination Under Federal Grants and Programs
47. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing
48. California Code of Regulations, Title 9, Division 4, Chapter 5; Licensure of Residential Alcoholism or Drug Abuse Recovery

49. California Penal Code Section 11165.7; Mandated Reporter
50. Incorporate NIATx strategies to improve access and retention
51. Code of Federal Regulations, Title 45, Part 84; Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
52. California Code of Regulations, Title 24, Part 2; Activities Receiving Federal Financial Assistance
53. Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD)
54. Department of Alcohol & Drug Programs Bulletin Issue No. 09-05
55. Title 22, CCR Sections 51341.1, 51490.1, and 51516.1 (Document 2c)
56. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E)
57. Standards for Drug Treatment Programs
58. Title 21, CFR Part 1300. et seq.
59. Title 42, CFR, Part 8
60. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
61. DMC providers agree that services cannot be denied to Medi-Cal eligible beneficiaries based on the client's inability to pay or location of eligibility and that counties and providers may not demand any additional payment (other than share of cost) from the State, client, or third party payers (unless of other insurance).
62. Providers covered by this contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

ADDITIONAL PROP 36 (SACPA) REGULATORY REQUIREMENTS

1. Services will be provided following guidelines for allowable and allocable costs as contained in Federal OMB Circular A-122.
2. For purposes of the purchase of equipment, defined as an article of nonexpendable, tangible property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more, the capitalization level established by the County Auditor-Controller is \$5,000. Expenditures which are less than \$5,000 are considered allowable costs in the year incurred, notwithstanding the fact that approval must be obtained from the Assistant Agency Director prior to equipment purchases of \$500 or more.
3. None of the Prop 36 funds paid by the County will be used for drug testing.
4. Prop 36 funds will be used for alcohol and/or drug abuse treatment purposes only. There is no provision for the purchase of land, purchase or construction of buildings, or remodeling of facilities of any kind.
5. Treatment services to clients eligible for Drug Medi-Cal (DIMC will be charged to DIMC, with the claim clearly identifying that the client is receiving services under Prop 36, assuming that the provider is DIMC-certified.
6. Services will be provided in accordance with CCR Title 9, Division 4, Chapter 2.5, effective March 22, 2001, especially:
 - a. Section 9532(b)(I) states:

"Drug treatment programs in which clients are placed shall assess fees toward cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9."
 - b. Section 9532(d) states:

"The county lead agency shall monitor to assure that assessment and collection of fees, however executed, are coordinated in a manner that avoids duplication and ensures that all fees are accounted for and used to offset the cost of services allowed in accordance with this Chapter."
 - c. Section 9545(a) states:

"Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with the provisions of the ACT, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits."

d. Section 9545(b) states:

"The audit shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS) as described in 'Government Auditing Standards (1 994 Revision)', published for the United States General Accounting Office by the Comptroller General of the United States."

e. Section 9545(e) states:

"When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall deposit the recovered funds into the county's trust fund. Such recovery of funds shall be reported to the Department on the 'Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000' (Form 10096, New 10/01), and the specific amount recovered shall be identified in the 'Comments/Remarks' line on the same report. The county shall maintain an audit trail to identify the specific audit periods for which recoveries are reported."

f. Section 9545(g) states:

"Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OM6 Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The county may rely on the single audit as fulfilling its responsibilities in Section 9545(a)."

g. Section 9545(h) states:

"Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the county shall make such work papers available to the Department upon request."

**EXHIBIT J
ASSURANCES**

Contractor further agrees:

- A. Not to discriminate in the delivery of services on the basis of ethnic group identification, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, political affiliation, disabled veteran or veteran of Vietnam era, medical condition, or condition of physical or mental disability, as provided by State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d]; the Age Discrimination Act of 1975 (42 USC 6101); the Rehabilitation Act of 1973 (29 USC 794); The Education Amendments Act of 1972 (20 USC 1681); the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12900 et seq.), and the regulations promulgated thereunder (2 CCR 7285.0 et seq.); title 2, division 3, article 9.5 of the California Government Code section 11135 et seq.; and 9 CCR 10800 et seq. Contractor agrees to inform recipient of their right, and provide a procedure for them to present grievances and views to County relative to delivery of services.

- B. To comply with U. S. Executive Order 11246, entitled "Equal Employment Opportunity, as amended by U. S. Executive Order 11375. Contractor shall not discriminate against any employee, or applicant for employment on the basis of ethnic group identification, national origin or ancestry, religion, sex, marital status, political affiliation, or physical or mental condition.

- C. In addition, Contractor will:
 - 1. Ensure that appropriate personnel who are involved in providing services are educated regarding HIV/AIDS related problems; issues and special recovery needs and attend HIV/AIDS training sponsored by various State, Federal and County agencies.
 - 2. Ensure nondiscrimination in the provision of services based on a diagnosis of AIDS, or upon testing positive for the AIDS virus (HIV).
 - 3. Ensure that the use of HIV antibody testing will not be used as a screening exhibit criterion for program participation.
 - 4. Provide information to all participants regarding high-risk behaviors, safer sex practices, and Perinatal transmission of HIV infection.

- D. Comply with Health and Safety Code Section 11970.35, 11970.45 and/or 11970.2

- E. Comply with the Civil Rights Act of 1990 and with the Americans with Disabilities Act of 1990 (ADA).

- F. Comply with Title 42, USC, part 54; Title 45, CFR and ADP Bulletin Issue No. 04-5 as listed below:
1. Does not use Substance Abuse Prevention and Treatment (SAPT) Block Grant funds for activities involving worship, religious instruction, or proselytization.
 2. In delivering SAPT Block Grant funded-services, including outreach activities, **does not** discriminate against current, or prospective program participants based on:
 - (a) religion
 - (b) religious belief
 - (c) refusal to hold a religious belief
 - (d) refusal to actively participate in a religious practice.
 3. Refers otherwise eligible clients who object to the religious character of SAPT Block Grant-funded services to alternative providers within a reasonable period of time of the objection.
- G. Comply with the Title 22 U.S.C. 7104 Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 by combating trafficking in persons, a contemporary manifestation of slavery, victims are predominately women and children, and to ensure just and effective punishment.
- H. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.
- I. Ensure that no aspect of the alcohol or other drug-related program shall include any message on the responsible use, if the use is unlawful, of alcohol and/or other drugs (Health and Safety Code Section 11999). Ensure that the information produced through these funds shall contain a clearly written statement that there shall be no unlawful use of alcohol or other drugs associated with the program.
- J. Comply with the requirements of the Drug Free Work Place Act of 1990 (Government Code Section 8350 et seq.), and will provide a drug free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
 2. Establish a drug-free awareness program as required by Government Code section 8355 (b) to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355 (c), that every employee engaged in the performance of the contract:
 - (a) Be given a copy of the agency's drug-free policy statement; and
 - (b) As a condition of employment on the Agreement, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract, or termination of the contract, or both.

EXHIBIT K

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. The fiscal audit shall be:

A Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than nine (9) months after the end of the CONTRACTOR'S fiscal year. The audit report is due no later than thirty (30) days after the completion of the audit.

B Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.

C All inclusive – includes an audit of the financial statements; an assessment of internal controls, includes tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:

(a) Drug Medi-Cal (DMC) Programs

1. Narcotic Treatment Programs (NTP)
2. Outpatient Drug-Free (ODF)
3. Perinatal Services
4. Residential Services
5. Youth Treatment Services

(b) Substance Abuse and Prevention Programs (SAPT)

1. Non-Perinatal Services
2. Perinatal Services
3. Primary Prevention
4. Residential Services
5. Youth Treatment Services

(c) Driving Under the Influence (DUI) Programs

1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the CONTRACTOR performed an independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.
2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

3. Audits may be conducted by an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of seven (7) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.

State/Federal Audits

Upon an audit by the State of California or Federal agency, CONTRACTOR shall:

- Immediately notify the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all "Corrective Action Plans" to the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all correspondence with the auditing agency to the Tulare County Alcohol & Other Drug Administrator

EXHIBIT L

Substance Use Disorder Service Programs

1. **Services**

Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner, and in accordance with applicable federal and state statutes and regulations, including, but not limited to, sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards (2017 version), Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq. and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Tulare County Department of Health and Human Services to serve special populations and groups, as applicable; County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The County shall maintain copies of above-mentioned statutes, regulations, and guidelines for Contractor's use. Copies of Substance Use Disorder Service Programs Policies and Procedures are sent to Contractors, as applicable, and can be resubmitted on request. Counselor Certification: Any registered or certified counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

1.1 **Re-Certification Events:** Contractor shall notify DHCS and the County Alcohol and Drug Administrator within the timeframes noted in the State Contract, in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location.

1.2 **Cultural and Linguistic Proficiency:** To ensure access to quality care by diverse populations, Contractor shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards, as described in Exhibit J.

1.3 **Perinatal Services Network Guidelines:** Perinatal programs shall comply with the Perinatal Services Network Guidelines FY 2016-17 until such time new Perinatal Services Network Guidelines are established and adopted.

1.4 **Charitable Choice Requirements:** Contractors shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. Contractors that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the Contractor's program and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the Contractor's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30 for referrals made during the fiscal year.

1.5 **Trafficking Victims Protection Act of 2000:** Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). The County is authorized to terminate the contract, without penalty, if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award.

1.6 **Access to Drug/Medi-Cal Services:** When a request for covered services is made by a

beneficiary, services shall be initiated within 10 business days of the Contractor's receipt of the request. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. Contractor shall also have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries

1.7 Contractors that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements, including, but not limited to the following:

1.7.1 Culturally Competent Services: Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.

1.7.2 Medication Assisted Treatment: Contractors will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose.

1.7.3 Evidence-Based Practices (EBPs): Contractors will implement at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.

1.7.4 Beneficiary Informational Materials: Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informational materials in English and Spanish. Contractor shall request materials from the County, as needed.

1.7.5 Notice of Adverse Benefit Determination (NOABD): Contractor shall immediately notify BHRS of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within 10 business days of the request; or determining that a beneficiary does not meet medical necessity for any substance use disorder treatment services.

1.7.6 Verifying Medi-Cal Eligibility: Contractor shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual.

1.7.7 American Society of Addiction Medicine (ASAM) Criteria: Contractor shall be trained in the ASAM Criteria prior to providing services. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

1.8 No Unlawful Use or Unlawful Use Messages Regarding Drugs: Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

1.9 Restriction on Distribution of Sterile Needles: No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract 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.

1.10 Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Contract 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).

2. Program Evaluation

2.1 Contractor shall maintain books, records, files, documents and evidence directly pertinent to work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with DHCS regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of five (5) years after the termination of the Agreement. Contractor agrees to extend to DHCS and to the County and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of Contractor's program with reasonable notice.

2.2 Formal evaluation of the program shall be made annually through a Provider Self-Audit and on-site visit. This evaluation shall result in a written report to the Contractor within fifteen (15) working days of the site visit. Any report that results from a site visit shall be submitted to the Contractor within fifteen (15) working days. Contractor shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.

2.3 Contractor shall meet the requirements of and participate in the management information system of BHRS, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the County Alcohol and Drug Administrator for program and research requirements.

2.4 Contractor shall notify the County Alcohol and Drug Administrator within two business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP). Contractor shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the County Alcohol and Drug Administrator.

3. Records

3.1 Contractor and the County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, dated June 9, 1987), the Federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. Contractor shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. Contractor shall ensure staff participate in information privacy and security training at least annually, and prior to accessing PHI or PI, sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be renewed annually and shall be retained for a period of six (6) years following termination of this contract.

3.2 Where contracts exceed \$10,000 of state funding – the Contractor shall be subject to examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

3.3 Contractor shall allow DHCS, US HHS, the Comptroller General of the US and other authorized federal and state agencies, or their duly authorized representatives to inspect books, records and facilities, as permitted by law.

3.4 The Contractor, if applicable, shall maintain medical records required by Title 22 of the California Code of Regulations, and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations.

3.5 Contractor is responsible for the repayment of all exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under the Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to County. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State via the County.

3.6 Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

4. Unusual Occurrence and Incident Reporting

4.1 Contractor shall report unusual occurrences to the County of Tulare Substance Use Services' Program Manager or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

4.2 Unusual occurrences are to be reported to the County within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

- 4.2.1 Complete written description of event including outcome;
- 4.2.2 Written report of Contractor's investigation and conclusions;
- 4.2.3 List of persons directly involved and/or with direct knowledge of the event.

4.3 The County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

4.4 Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. Contractor shall notify the County Alcohol and Drug Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

5. Applicable Fee(s)

5.1 Contractor shall charge participant fees. No one shall be denied services based solely on ability or inability to pay.

5.2 Contractor shall perform eligibility and financial determinations in accordance with a fee schedule approved by the Chief of Alcohol and Drug Programs for this purpose. Individual income, expenses, and number of dependents shall be considered in formulating the fee schedule and in its utilization.

5.3 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

5.4 Contractor shall conduct community-centered fundraising activities, as appropriate.

6. Non-Discrimination

6.1 Contractor shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

6.2 The contractor and/or any permitted sub-contractor shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving ant service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services on a basis of the race, color, religion, national origin, sexual orientation, age or mental or physical handicap of the beneficiaries to be served.

6.3 The Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

7. Required Program Submissions

7.1 Contractor agrees to maintain, and provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

7.4 Upon Contractor's completion of services under this Agreement to County's satisfaction, payment to Contractor shall be made monthly in accordance with the procedures set forth in Exhibit B. All billings and reports shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. It is understood and agreed that County may withhold payment until receipt of billings and reports in the prescribed detail and format. Billings and reports shall be made and forwarded to County of Tulare Health & Human Services Division of BHRS promptly at the end of each calendar month; no later than the 10th day of the month following the month in which the services, for which billing is made, were rendered. Payments received after that date may result in a delay in payment until the next monthly billing cycle. The payment for the month of September may be withheld pending receipt of the preceding year's Cost Report on continuing services contracts.

7.5 Contractor shall provide County with an annual Cost Report no later than sixty (60) days after the termination of this agreement. In addition to the annual Cost Report, Contractor shall furnish County, within one hundred and eighty (180) days of close of contractor fiscal year, a certified copy of an Audit Report from an independent CPA firm. This Audit Report shall cover Contractor's fiscal year which most nearly coincides with County's fiscal year. Contractors receiving federal funds shall comply with Office of Management and Budget (OMB) Circular Number A-133, Uniform administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations. Cost Report settlements shall be made when a proper Cost Report has been submitted to the County. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due to the County.

7.6 Contractor will have an MOU in place with all approved subcontractors that defines the services to be provided by the subcontractors and is consistent with and fully reflects the services and conditions described in this contract. Such MOUs will be made available to County within a reasonable time upon request.

7.7 Contractor shall enter all relevant information into AVATAR at client admission, but it must be done no later than 5 days after admission date. CalOMS (California Outcomes Measurement System) client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from POS of any and all errors. On-line DATAR (Drug and Alcohol Treatment Access Report) entries shall be made no later than the 10th day of each month.

8. Contractor's Compliance with Provisions of State Contract

8.1 The County receives funding from DHCS pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that County contractually obligate any of its sub-contractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PII and/or PHI, a hard copy of which County will provide to the Contractor upon request, and an electronic copy of which can be found on the DHCS website.

8.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile to the following contact: Privacy Officer – Ph: (559) 624-7465, e-mail: privacyofficer@tularehhsa.org. Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.

8.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

9. Electronic Signature

If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with DHCS requirements.

If Contractor uses electronic medical records, the Contractor agrees to submit staff updates, including changes in roles or new or separated staff, to the AVATAR Administrator within the timeframes outlined in the HHS Policy 30-02 EHR Privacy and Security. The notification shall include submission of the AVATAR Electronic Signature Agreement and AVATAR User Request/Change Form, as applicable. If a user suspects that their electronic signature may be comprised, Contractor shall notify the AVATAR Administrator within the timeframes outlined in the HHS Policy.

10. Compliance with Anti-Kickback Statute

Contractor shall comply with the provisions of the "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

11. Davis-Bacon Act

Contractor must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

12. Conditions for Federal Financial Participation

12.1 Contractor shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

12.2 Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

12.2.1 Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;

12.2.2 Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or

12.2.3 Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:

- i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
- ii. An entity that would provide those services through an excluded individual or entity.

13. Certification of Non-Exclusion or Suspension from Participation in Federal Health Care Program

13.1 Federal and State Excluded, Suspension and Debarment List: The County and the Contractor shall comply with the provisions of Title 42 § 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs from having a relationship with the County or Contractor.

13.2 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.

13.3 Contractor shall certify, prior to the execution of the contract, that the Contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and

provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.3.1 www.oig.hhs.gov/exclusions - LEIE Federal Exclusions

13.3.2 www.sam.gov/portal/SAM - GSA Exclusions Extract

13.3.3 www.Medi-Cal.ca.gov – Suspended & Ineligible Provider List

13.4 Contractor shall certify, prior to the execution of the contract that the Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or sub-contractors, and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

13.4.1 <https://www.ssdmf.com/> - Social Security Death Master File

13.5 Contractor is required to notify County immediately if they become aware of any information that may indicate their (including employees and subcontractors) potential placement on an exclusions list.

14. License Verification

Contractor shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, DHCS or the US Department of Health & Human Services.