



# **RESOLUTION No. 21-318**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH AEGIS TREATMENT CENTERS, LLC. FOR THE PROVISION OF A DRUG MEDI-CAL (DMC) OUTPATIENT NARCOTIC TREATMENT PROGRAM (NTP) FOR REFERRED CLIENTS OF THE NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT IN THE MAXIMUM AMOUNT OF \$570,000 FOR FISCAL YEAR 2021/22**

WHEREAS, Opioid abuse is a significant challenge for our community, with the rate of opioid prescriptions as well as opioid overdose emergency department visits exceeding the state rate significantly; and

WHEREAS, Contractor has locations in Marysville and Roseville that Nevada County Drug Medi-Cal (DMC) beneficiaries receive Opioid Use Disorder medication assisted treatment and counselling at both sites; and

WHEREAS, Nevada County has opted into the Drug Medi-Cal Organized Delivery System (DMC-ODS) with the Department of Health Care Services as of June 28, 2018; and

WHEREAS, pursuant to DMC-ODS, Nevada County is required to contract with an organization that provides a Narcotic Treatment Program; and

WHEREAS, the Contractor opened a medication unit in Grass Valley in May 2018 that provides a Narcotic Treatment Program; and

WHEREAS, this agreement would enable Nevada County DMC beneficiaries to receive Narcotic Treatment Program services locally and in neighboring counties and enable Nevada County to be compliant with DMC-ODS requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between County of Nevada and Aegis Treatment Centers, LLC., for the provision of a Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department for the contract term of July 1, 2021 through June 30, 2022, in the maximum amount of \$570,000 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40105-493-7831/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27<sup>th</sup> day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



\_\_\_\_\_  
Dan Miller, Chair

7/27/2021 cc: BH\*  
AC\* (Hold)

8/12/2021 cc: BH\*  
AC\* (Release)

**Administering Agency:** Nevada County Health and Human Services Agency, Behavioral Health Department

**Contract No.** RES 21- 318

**Contract Description:** Provision of Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department.

## **PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of **July 27, 2021** by and between the County of Nevada, ("County"), and Aegis Treatment Centers, LLC. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be reasonably required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to materially perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this Contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party, including but not limited to acts of god, war, riots, pandemics or epidemics.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐ shall apply ☒ shall not apply to this Contract. Liquidated Damages applicable to this Contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees (collectively "County Employee Claims"). Contractor shall hold County harmless and indemnify County against such County Employee Claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations pertaining to its employees including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County, which shall not be unreasonably withheld. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract,



any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved (which shall not be unreasonably withheld) in writing by Indemnified Party. Indemnifying Party also agrees to bear all other reasonable costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in a reasonable manner and materially in accordance with the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession within the State of CA.

Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. When accessing County network Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be

in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
  - 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County in writing. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
  - 20.2. **Inspection** In accordance with applicable laws and regulations and Contractor's governance standards, with reasonable advance notice and if feasible with a minimum of

thirty (30) days prior written notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records pertaining to services rendered under this Contract available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- 20.3. **Audit** In accordance with applicable laws and regulations and Contractor's governance standards, Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any material way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Within ninety (90) days of Contractor's receipt of documentation Contractor shall refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

22. **Termination.**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which either party may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. For any termination of this Contract (for any reason) Contractor shall be paid for services performed prior to the termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes, wars, riots, pandemics, epidemics or COVID or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this Contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) In accordance with applicable laws and regulations and this Contract, Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall pay Contractor for services rendered prior to termination of this Contract, in full accordance with the terms and conditions herein as approved by County; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon thirty (30) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no known official or employee of the County, nor any known business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such known person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid regarding the subject matter hereof.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The



venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

29. **Compliance with Applicable Laws** each party hereto shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract, the obligations under this Contract or the requirements of this Contract.
30. **Confidentiality** each party hereto, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the receiving or accessing party, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by each party to be confidential.

Each party agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, each party agrees to protect the confidentiality of any confidential information with which each such party may come into contact in the process of performing its obligations, requirements or contracted services under this Contract. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Each party agrees that it shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of the other party, be considered a material breach of this Contract.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. In accordance with applicable laws and its governance standards, Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations in providing services under this Contract. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Behavioral Health Department  
Address: 950 Maidu Avenue  
City, St, Zip Nevada City, California 95959  
Attn: Suzanne McMaster  
Email: Suzanne.McMaster@co.nevada.ca.us  
Phone: (530) 470-2418

**CONTRACTOR:**

Aegis Treatment Centers, LLC.  
Address 1317 Route 73 North, Suite 200  
City, St, Zip Mount Laurel, NJ 08054  
Attn: Contracting  
Email: contracting@pinnacleltreatment.com  
Phone: 484-888-8867

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

33. **Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.
34. **Documents.** Notwithstanding anything to the contrary herein, any and all documents, policies, procedures, standards, guidelines, protocols or requirements to which Contractor agrees hereunder to comply with, adhere to, follow or affirm shall be provided to Contractor a minimum of thirty (30) days prior its effective date as to Contractor.
35. **Third Party Beneficiary.** This Contract is entered into by and between Contractor and County and for their sole benefit. As such, no person or entity shall be deemed to be a third party beneficiary under this Contract.


Executed as of the day first above stated:

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By:  Date: Jul 29, 2021  
Dan Miller (Jul 29, 2021 11:28 PDT)

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By:  Date: Jul 29, 2021  
Jamie Hogenson (Jul 29, 2021 11:42 PDT)

**CONTRACTOR: Aegis Treatment Centers, LLC.**

By:  Date: Jul 22, 2021  
Susan D. Hoeflich (Jul 22, 2021 10:26 EDT)

Name: Susan D. Hoeflich

\* Title: Vice President, Managed Care

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- Exhibit A: Schedule of Services
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Insurance Requirements
- Exhibit D: Behavioral Health Provisions
- Exhibit E: Schedule of HIPAA Provisions

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**AEGIS TREATMENT CENTERS, LLC.**

Aegis Treatment Centers, LLC., hereinafter referred to as "Contractor", shall provide Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department, hereinafter referred to as "County". Opioid (Narcotic) Treatment Program (ASAM OTP Level 1) services are provided in NTP licensed facilities. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed provider and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer methadone, buprenorphine, naloxone, and disulfiram.

1. A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.
2. The components of Opioid (Narcotic) Treatment program are:
  - a. Intake
  - b. Individual and Group Counseling
    - i. Individual counseling: Contacts between a beneficiary and a qualified licensed, certified, or registered counselors (100% of non-certified alcohol and drug counselors will be registered with a DHCS approved counselor certification agency prior to initial date of hire, and will obtain their certifications within the timelines required by CCR, Section 13034(f)(1)). services are provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction
    - ii. Group counseling: Face to face (or telehealth) contacts in which one or more licensed therapist and/or certified or registered counselor treat two or more clients at the same time with a maximum of 12 in the group focusing on the needs of the individuals served.
  - c. Patient Education: Provide research-based education on addiction
  - d. Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory tests within their scope of practice or licensure.
  - e. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment need of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant person are individuals that have a personal, not official or professional relationship with the beneficiary.
  - f. Crisis Interventions Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance



which presents to the beneficiary an imminent threat of relapse. Crisis interventions services shall be limited to the stabilization of the beneficiary's emergency.

- g. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

1. Statement of the problems to be addressed
  2. Goals to be reached which address each problem
  3. Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals
  4. Target dates for accomplishment of action steps and goals, and description of services including the type of counseling to be provided and the frequency thereof
  5. Treatment plans have specific quantifiable goal/treatment objectives related to the beneficiary's substance use disorder diagnosis and multidimensional assessment.
  6. The treatment plan will identify the proposed types of interventions
- h. Medical Psychotherapy: type of counseling services consisting of a face-to-face discussion conducted by the medical Director of the NTP/OTP on a one on one basis with the patients
  - i. Discharge services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
  - j. The provider shall make Naloxone available to all beneficiaries

Contractor shall provide the following services, which shall comply with the Alcohol and Drug Programs requirements set forth in Division 4 of Title 9 of the California Code of Regulations ("Title 9"):

1. Urinalysis (UA) testing:
  - 1.1 Contractor shall test County clients who are participating in Contractor's program as required by Title 9 of the California Code of Regulations or upon order of the program physician. Contractor will not be additionally compensated for these UA tests.
2. Counseling Services:
  - 2.1 Contractor shall provide each client a minimum 50 (fifty) minutes of counseling services per calendar month.
  - 2.2 The counseling session shall be provided by qualified licensed, certified, or registered counselors (100% of non-certified alcohol and drug counselors will be registered with a DHCS approved counselor certification agency prior

to initial date of hire, and will obtain their certifications within the timelines required by CCR, Section 13034(f)(1)) and include at least one of the following formats:

- 2.2.1 Individual session, with face-to-face with the client on issues identified in the client's treatment plan
- 2.2.2 Group session, with a minimum of 2 (two) and no more than 12 (twelve) clients and having a clear goal and/or purpose that is a common issue identified in the treatment plans of all participants
- 2.2.3 Medical psychotherapy session, with face-to-face discussion conducted by the medical director on a one-on-one basis with the client, on issues identified in the client's treatment plan

3. Administration of Initial and Maintenance Doses of Medication to new and ongoing Patients:

- 3.1 Contractor's Program Physician shall administer and monitor initial and maintenance dosage of federally approved medications to new and ongoing patients as required by Title 9 CCR
- 3.2 The initial dosage shall be sufficient to control symptoms of withdrawal but shall not be so great as to cause sedation, respiratory depression, or other effects of acute intoxication
- 3.3 Medications administered at the clinic shall be done under the observation of trained and qualified personnel

4. Treatment for Pregnant Clients:

- 4.1 Treatment to pregnant clients shall be provided as required by Title 9 CCR.

5. Discharge Plan:

- 5.1 Contractor shall prepare a discharge plan to include recommendations for the next level of treatment as required by Title 9 CCR.

6. Data Collection, Reports, and Ancillary Services:

- 6.1 Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (CalOMS), a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the California Outcomes Measurement System (CalOMS), pursuant to state regulations and county protocols.
- 6.2 Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of "contractors" and "subcontractors" under the State Department of Health Care Services (DHCS) Standard Agreement Number 14-90076 by and between DHCS and the County.

- 6.3 Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County. Payment of invoices may be held until Contractor is in compliance with reporting requirements. County shall not be responsible for reimbursement of invoices submitted by Contractor that do not have proper authorizations in place. Contractor shall participate in Risk Needs Responsivity practices as determined by County.
- 6.4 Contractor agrees to provide the following data (with each invoice):
  - 6.4.1 Number of new clients
  - 6.4.2 Number of clients discharged successfully or unsuccessfully
  - 6.4.3 Percentage of clients who are illicit opiate free within 90 days of admission
  - 6.4.4 Number of clients currently enrolled in Medi-Cal
  - 6.4.5 Number of clients currently enrolled in CalWORKs
  - 6.4.6 Number of clients currently on Probation
  - 6.4.7 Amount, if any, of client co-payments collected
- 6.5 Contractor shall make referrals as permissible and in accordance to HIPAA and 42 CFR Part 2, or assist County case managers in the identification of and referral to ancillary services needed by individual clients, including literacy enhancement, family counseling, and vocational training.
- 7. Case Referrals:
  - 7.1 Contractor agrees to accept new County case referrals as having been appropriately assessed if such referrals are deemed by Contractor's physician to meet admission criteria as set by Title 9 and 22 of the California Code of Regulations.
  - 7.2 County will screen all clients referred from the County with the biopsychosocial assessment instrument and other screening/assessment tools for appropriateness of services. Probation may also screen for risk assessment for Court clients. County staff may formulate "Case Management Treatment Plans" for referred clients, and will contact the Contractor for relevant information on clients such as treatment completion, attendance, activity that may jeopardize successful treatment completion, etc. Upon request, contractor shall provide County information on County-referred clients in furtherance of case management and treatment planning.
- 8. Maintenance of Effort:
  - 8.1 Contractor agrees to provide County ***upon request***:
    - 8.1.1 Number of full time equivalent (FTE) staff assigned to this program
    - 8.1.2 Staffing profile by license, education, certification or training
    - 8.1.3 Staff development and training plan

- 8.1.4 Quarterly program reports (in writing or in person), including expected outcomes, results and performance measurements
- 8.1.5 Reports on and participation in any quality assurance or quality improvement processes
- 8.1.6 Participation in distribution of client satisfaction surveys

9. Performance Measurement:

- 9.1 Client progress, while in treatment, shall be evaluated using the ASAM assessment and placement instrument at intervals as required by Title 9 and 22 of the California Code of Regulations.
  - 9.1.1 Client satisfaction surveys shall be collected (as available) at discharge, and again at 90 days post discharge.
  - 9.1.2 CalOMS data on number of intakes, versus number of successful discharges shall be reported.
  - 9.1.3 Contractor shall supply any other relevant outcome data they have available.

10. Workforce Development:

Contractor shall provide training for staff to develop competence in current and evidence-based practices. In addition, for each special population served (e.g. women, adolescents), Contractor shall require staff to participate in training relevant to that population.

11. CalOMS

Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (CalOMS), a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for CalOMS, pursuant to state regulations and county protocols.

CalOMS forms must be submitted within two (2) weeks of opening the client to the facility. When a client has completed treatment with the Contractor, CalOMS closing will be completed and sent to Behavioral Health within two weeks.

Contractor shall also cooperate with County for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement.

All new Contractor staff involved in completing and/or submitting CalOMS forms to County will complete a six (6) hour web-based training and present a Certificate of Completion to County AOD Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.



12. Drug and Alcohol Treatment Access Report (DATAR)  
Treatment providers that receive state or federal funding through the County must send DATAR information to the Department of Health Care Services (DHCS) each month. This has information on the program's capacity to provide different types of AOD treatment to clients and how much of the capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

Contractor shall also cooperate with County Behavioral Health Department and County Probation Department for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement.

13. Written Policies

Contractor shall have written policies that:

- a) Buprenorphine/naloxone (e.g. Suboxone) is prescribed whenever buprenorphine-containing medication is indicated for opioid medication-assisted treatment (MAT) (with the rare exception of a medical provider-documented contraindication to naloxone, e.g. anaphylactic allergy to naloxone);
- b) Contractor medical staff will check CA Department of Justice's CURES prescription drug monitoring program for each client at intake and regularly thereafter, at least quarterly, to detect multiple opioid (or benzodiazepine) prescriptions, especially from multiple prescribers and /or pharmacies;
- c) Provide services to each client referred to provider within 5 business days of referral date

14. Cultural Competency

Contractor shall demonstrate continuing responsiveness to, understanding of, and respect for the individual's culture and language. Contractor shall provide services in the individual's preferred language whenever possible. Contractor shall provide interpreters for monolingual individuals as needed. Contractor shall accommodate the hearing and visually impaired as required by law. Any materials and forms available to the individual shall be linguistically appropriate. Contractor shall make every effort to serve the special populations served under this Agreement.

15. Diversity, Equity, Inclusion

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community,

Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contract is to contact County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in the NCBH Cultural Competency program, participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Behavioral Health strives to address these inequities and continue progress in moving forward.

16. Contractor shall adhere to all state requirements for all applicable health screenings, including but not limited to tuberculosis (TB):
  - a) Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
  - b) Reduce barriers to patients accepting TB treatment;
  - c) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance (Per State Contract with County).
17. Confidentiality

Contractor shall ensure the confidentiality of participants and their records, including but not limited to substance abuse treatment records, medical records, and behavioral health records, in accordance with federal and state law. Further, Contractor shall comply with the provisions of HIPAA and the HiTECH Act, as more fully set forth in Exhibit D, which is attached hereto and incorporate herein by reference.
18. As the Behavioral Health Department uses the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use

the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

19. DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM:

I. Contractor will track Timely access data, including date of initial contact, date of first offered appointment and date of scheduled assessment. Contractor will also track ASAM data. Contractor shall also track no show data. The percentage of no shows for medication appointments as well as counseling appointments shall be reported monthly. Timely access data, ASAM data, and no-show data should be submitted to the Nevada County Quality Insurance Manager or designee by the 10<sup>th</sup> of each month for the previous month. Contractor will be provided an Excel Spreadsheet to track timeliness data, ASAM level of care data, and no-show data. No show data is an important performance metric that the contractor can monitor to analyze trends and implement appropriate changes to services as indicated.

Performance Standard:

- a) First face-to-face appointment shall occur no later than 5 business days of initial contact/request for service.
- b) First face-to-face appointment Medication Assisted Treatment appointment for beneficiaries with alcohol or opioid disorders shall occur no later than 5 business days.
- c) Contractor will track No Show data for MAT/NTP appointments and for counseling appointments. Contractor will track the number of MAT appointments per month and the number of no shows for MAT/NTP appointments per month; the number counselling appointments per month and the number of no show to counselling appointment per month. This data will be reported to the County on a quarterly basis.
- d) At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location and time of services

II. Transitions between Levels of Care

Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of

care, including assisting in scheduling an intake appointment, ensuring a minimal delay between discharge and admission at the next level of care, providing transportation as needed, and documenting all information in the client's medical record. The Contractor shall refer the beneficiary to the County when the ASAM assessment indicate levels of care other than NTP (for example residential treatment and/or outpatient treatment). The Contractor shall also refer the client to the County for Recovery Services upon discharge from the program.

Performance Standard:

- a) Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.

### III. 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.

Performance Standard:

- a) 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
- b) At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services

### IV. Delivery of Individualized and Quality Care

- a) Beneficiary Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.
- b) Evidence-Based Practices (EBPs): Contractors will implement—and assess fidelity to—at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.
- c) ASAM Level of Care: All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in the client's medical record.

Performance Standards:

- 1. At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey
- 2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)
- 3. Contractor will implement with fidelity at least two approved EBPs

4. 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care
5. At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment

#### V. Beneficiary Informing Materials

- a) Contractor shall make available at initial contact and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.
- b) 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 informing materials in English and Spanish. Contractor shall request materials from the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.
- c) Notice of Adverse Benefit Determination (NOABD)  
Contractor shall have written procedures to ensure compliance with the following:
  1. Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to: 1) not meeting timely access standards; 2) not meeting medical necessity for any substance use disorder treatment services; and 3) terminating or reducing authorized covered services.

#### VI. Training

Applicable staff are required to participate in the following training:

- 1) Drug Medi-Cal Organized Delivery System (At least annually)
- 2) Information Privacy and Security (At least annually)
- 3) ASAM E-modules 1 and 2 (Prior to Conducting Assessments)
- 4) Cultural Competency (At least annually)

The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which County determines will constitute a material change to rights and obligations set forth in this Agreement, the County has, at its option, the right to re-open and renegotiate this Agreement upon thirty (30) days written notice to Contractor.

#### VII. Additional Documentation Requirements of the DMC ODS:



**Assessments shall include:**

- a) ASAM level of care completed
- b) Assessment of needs by primary counselor including history of biopsychosocial history that includes medical history, mental health history, family history, educational/vocational/financial history, legal history, social history, strengths and resources.
- c) A physical examination should be documented in the client record.

**Treatment Plan:**

- a) Shall be completed within 28 calendar days of admission
- b) Shall include goals to be achieved by the client based on the needs identified in the assessment with target dates
- c) Shall include long term goals that require more than 90 days to complete and short-term goals that require less than 90 days to complete
- d) Shall include action steps to be taken by the client
- e) Shall include a description of the type and frequency of counseling services to be provided
- f) Shall have an effective date based on the day the primary counselor signed the treatment plan
- g) Reviewed by Medical Director within 14 days of the effective date

**Discharge Summary:**

- a) There is a discharge summary for each client who ends treatment either voluntarily or involuntarily completed within 30 days of the last face-to-face treatment contact with the client.

20. STATE DHCS AGREEMENT REQUIREMENTS:

Contractor agrees to abide by the provisions of Attachment 1, which is attached hereto and incorporated herein by this reference, as required of "contractors" and "subcontractors" under the current State Department of Health Care Services (DHCS) Standard Agreement by and between DHCS and the County

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**AEGIS TREATMENT CENTERS, LLC.**

Subject to the satisfactory performance of services required of Contractor pursuant to this Contract, and the terms and conditions set forth, the maximum obligation of this Agreement shall not exceed \$570,000 for the contract term. The payment obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses. Only services for Nevada County Medi-Cal beneficiaries who maintain residency in Nevada County shall be billed through this Agreement.

**Rates:**

Urinalysis (UA) testing: \$15 for each specimen collection. Requires prior approval from County Program Manager or designee.

**Medi-Cal Rates for Services: (\*)**

**Non-Perinatal**

NTP Methadone: \$14.20 per daily dose

NTP Individual Counseling: \$16.65 per 10-minute increment

NTP Group Counseling: \$3.80 per 10-minute increment

NTP Buprenorphine-Generic: \$29.27 per daily dose

**Perinatal**

NTP Methadone: \$15.29 per daily dose

NTP Individual Counseling: \$23.84 per 10-minute increment

NTP Group Counseling: \$6.09 per 10-minute increment

NTP Buprenorphine-Generic: \$34.58 per daily dose

(\*) Rates in effect at the time this Agreement were developed, subject to periodic revision by Medi-Cal.

**BILLING AND PAYMENT**

To expedite payment, Contractor shall reference on their invoice the County Purchase Order or Resolution Number, which has been assigned to their approved contract. Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20<sup>th</sup> of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible. County shall not be responsible for reimbursement of invoices submitted by

Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a performance report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

Contractor shall submit quarterly fiscal reports, including detailed list of services performed for the prior quarter and cumulatively during the contract period.

Contractor shall submit invoices to:

Nevada County Behavioral Health Department  
Attn: Fiscal Staff  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945

## ATTACHMENT 1

Contractor agrees to comply with the requirements of “contractors” and “subcontractors” as listed and required per– Program Specifications of the current Standard Agreement between the County of Nevada and the State Department of Health Care Services entered into by the authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and as approved by County’s Board of Supervisors for the purpose of providing alcohol and drug treatment services. The provisions are as follows:

A. Additional Contract Restrictions

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

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract.

All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. 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).

G. Debarment and Suspension

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

H. Restriction on Distribution of Sterile Needles

No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant (SABG) funds.

I. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

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

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the



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

3. Adequate Testing

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

4. Deficiencies

Contractor agrees to correct transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

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

6. Data Transmission Log

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

J. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

K. Counselor Certification

Any 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 registered or certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

L. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

M. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(45 CFR 96.126(e)).

N. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse; Reduce barriers to patients' accepting TB treatment; and,
2. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

O. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702. The County is authorized to terminate a contract and/or take other remedial action as deemed necessary, without penalty, if the Contractor or any Subcontractor:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
3. Uses forced labor in the performance of the award or subawards under the award.

For full text of the award term, go to: <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=2&SID=30cef173ce45f9ae560f5ba6faf646b4&ty=HTML&h=L&n=pt2.1.175&r=PART>

P. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality,

effectiveness and accessibility of services available to AI/NA communities within the County.

Q. Participation of County Alcohol and Drug Program Administrators Association of California.

Pursuant to HSC Section 11801(g), the AOD administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the state with respect to policies, standards, and administration for AOD abuse services.

Pursuant to HSC Section 11811.5(c), the county alcohol and drug program administrator shall attend any special meetings called by the Director of DHCS.

R. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Nondiscrimination in Employment and Services

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

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in Federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625)
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under Federal contracts and construction contracts greater than \$10,000 funded by Federal financial assistance
10. Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800
4. No state or Federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services

shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

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

X. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Y. Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8).

Contractor shall comply with the linguistic requirements included in this Section.

Contractor shall have:

1. Oral interpreter services available in threshold languages at key points of contact available to assist beneficiaries whose primary language is a threshold language to access the SUD services or related services through that key point of contact. The threshold languages shall be determined on a countywide basis. Counties may limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:
  - (a) The county has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and
  - (b) The Contractor provides referrals for beneficiaries who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.
2. Policies and procedures in place to assist beneficiaries who need oral interpreter services in languages other than threshold languages to access the SUD services or related services available at the key points of contact.
3. General program literature used by the Contractor to assist beneficiaries in accessing services available in threshold languages, based on the threshold languages in the county as a whole.



## EXHIBIT C INSURANCE REQUIREMENTS

**Insurance.** Each party to this Contract shall procure and maintain for the duration of the Contract, insurance or comparable self insurance to provide reasonable protection against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work, services or obligations hereunder by each such party, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. 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.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
- (iii) **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. **(Not required if Contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance covering clinical services, mental health services malpractice to include assessments, screenings, case management/brokerage, utilization review, medication support, crisis intervention, therapeutic behavioral services (TBS), planning, and therapy, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

The Insurance obligations under this Contract shall be—the minimum Insurance requirements shown in this Contract. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of either party under this Contract.

If either party maintains broader coverage and/or higher limits than the minimums shown above, the other party requires and shall be entitled to the broader coverage and/or the higher limits maintained by said party.

### **Other Insurance Provisions:**

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

- (i) **Additional Insured Status: The other party, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work, obligations, services or operations performed by or on behalf of the insured party including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the insured party's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this Contract, the **insured party's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the other party, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the other party, its officers, employees, agents, and

volunteers shall be excess of the the insured party's insurance and shall not contribute with it.

- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the other party.
- (iv) **Waiver of Subrogation** Each party hereby grants to the other party a waiver of any right to subrogation which any insurer or said party may acquire against the other party by virtue of the payment of any loss under such insurance. Each party 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 other party has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the other party.
- (vii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: (*note – should be applicable only to professional liability*)
  - a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after termination of the Contract..
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the Contract effective date, the party whose coverage so terminated must purchase "extended reporting" coverage for a minimum of three (3) years after termination of this Contract.
- (viii) **Verification of Coverage** Each party shall furnish the other party with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before the effective date of this Contract. However, failure to obtain and provide verification of the required documents prior to the effective date of this Contract shall not waive either party's obligation to provide them. Each party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (x) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, . In no cases shall the types of polices be different.
- (xi) **Premium Payments** The insurance companies shall have no recourse against the the other party and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

(xii) **Material Breach** Failure of either party to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

(xiii) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Aegis Treatment Centers, LLC.  
1317 Route 73 North, Suite 200 \_\_\_\_\_  
Mount Laurel, NJ 08054 \_\_\_\_\_

Upon initial award of this Contract, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

## EXHIBIT D

### BEHAVIORAL HEALTH PROVISIONS

#### 1. Laws, Statutes, and Regulations:

- A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.
- B. Clean Air Act and Federal Water Pollution Control:  
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). The Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:  
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:  
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.
  - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of

its subcontractors/network providers providing services pursuant to this Contract shall submit the disclosures below to Nevada County Behavioral Health regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must submit updated disclosures to Nevada County Behavioral Health upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth and Social Security Number (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
  - i. Upon the provider or disclosing entity submitting the provider application.
  - ii. Upon the provider or disclosing entity executing the provider Contract.
  - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
  - iv. Within 60 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
  - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
  - ii. Upon the fiscal agent executing the contract with the State.
  - iii. Upon renewal or extension of the contract.
  - iv. Within 60 days after any change in ownership of the fiscal agent.
  - i. .

(d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.



(e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

## **2. Client/Patient Records:**

Where this Contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: In accordance with applicable laws and regulations (including but not limited to 42 CFR section 2) Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. In accordance with applicable laws and regulations, County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in full accordance with applicable laws and regulations and in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice .
- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25<sup>th</sup> birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure

the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (PAHP), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this Contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client's or patient's health service records shall be retained for a minimum of ten (10) years from the close of the state fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested in writing by County. Contractor agrees to provide County with reports that may be required in writing by County, State or Federal agencies for compliance with this Contract.
- G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.
- I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Section 862 et seq and Title 42, Code of Federal Regulations (CFR), Section 438.100.
- J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)( 1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are not materially less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

- K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

**3. 42 C.F.R. Laws and Regulations:** Managed care organization (MCO) Prepaid inpatient health plan (PIHP) Prepaid ambulatory health plan (PAHP)

To the extent Contractor is a Managed Care Organization (MCO), a Prepaid Inpatient Health Plan (PIHP), a Prepaid Ambulatory Health Plan (PAHP), Primary Care Manager (PCCM), a Primary Care Case Manager (PCCM) or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

- A. DEBARRED, SUSPENDED, CONTRACTORS: Pursuant to 42 C.F.R. § 438.610, Contractor shall not knowingly have a relationship with the following:
- a.1 An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
  - a.2 An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section.
- B. EMPLOYING/CONTRACTING WITH PROVIDERS WHO ARE EXCLUDED: Pursuant to 42 C.F.R. § 438.214(d), Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. FFP is not available for amounts expended for providers excluded by Medicare, Medicaid, or the State Children's Health Insurance Program, except for emergency services.

The types of relationships prohibited by this section, are as follows:

- (a) A director, officer, or partner of the Contractor.
- (b) A subcontractor of the Contractor, as governed by 42 CFR §438.230.
- (c) A person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (d) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.
- (e) The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services).

If the County finds that Contractor is not in compliance, the County:

- (a) May notify the Secretary of State of the noncompliance; and

- (b) May continue an existing Contract with Contractor unless the Secretary directs otherwise, which shall serve as a basis to immediately terminate this Contract; or
- (c) May not renew or otherwise extend the duration of an existing Contract with Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the Contract despite the prohibited affiliations.
- (d) Nothing in this section shall be construed to limit or otherwise affect any remedies available to the U.S. under sections 1128, 1128A or 1128B of the Act.

Unless specifically prohibited by this Contract or by federal or state law, Contractor may delegate duties and obligations of Contractor under this Contract to subcontracting entities if Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract.

Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the County, notwithstanding any relationship(s) that the Mental Health Plan may have with any subcontractor.

- C. RECOVERY OF OVERPAYMENTS: Within ninety (90) days of receipt of written notice, Contractor is responsible for the refund of any overpayments that are documented and reconciled by County in said notice and shall notify County **within 90 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud regarding this Contract.

Contractor shall comply with the County's retention policies for the treatment of recoveries of all overpayments from the Contractor due to fraud, waste, or abuse.

- D. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3).
- E. BENEFICIARY'S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:
- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
  - The Beneficiary's right to file grievances and appeals and the requirements and timeframes for filing.
  - The availability of assistance to the beneficiary with filing grievances and appeals.
  - The Beneficiary's right to request a State fair hearing after the Contractor has made a determination on an enrollee's appeal, which is adverse to the Beneficiary.
  - The Beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the Beneficiary.

- F. EXCLUSION LISTS AND STATUS: Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. §455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi-Cal Suspended and Ineligible Provider List (S & I List).

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. §438.610(c). To the extent services were provided by an excluded provider, Contractor shall not knowingly certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

- G. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify whether services that have been represented to have been delivered by Contractor providers were received by Beneficiaries.



## EXHIBIT "E"

### SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known

to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

**AEGIS TREATMENT CENTERS, LLC.**

Provision of Drug Medi-Cal (DMC) outpatient Narcotic Treatment Program (NTP) for referred clients of the Nevada County Behavioral Health Department.

**SUMMARY OF MATERIAL TERMS****Max Annual Price:** \$570,000**Contract Start Date:** 7/1/2021**Contract End Date:** 6/30/2022**Liquidated Damages:** N/A**INSURANCE POLICIES****FUNDING**

Commercial General Liability (\$1,000,000)	1589-40105-493-7831 / 521520
Automobile Liability (\$500,000)	
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$1,000,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: All licenses as required to perform professional services as contemplated under this contract.

**NOTICE & IDENTIFICATION****COUNTY OF NEVADA:**

Nevada County Behavioral Health Department

**CONTRACTOR:**

Aegis Treatment Centers, LLC.

Address: 950 Maidu Avenue  
 City, St, Zip Nevada City, California 95959  
 Attn: Suzanne McMaster  
 Email: Suzanne.McMaster@co.nevada.ca.us  
 Phone: (530) 470 -2481

Address 7246 Remmet Avenue  
 City, St, Zip Canoga Park, California 91303  
 Attn: Contracting  
 Email: contracting@pinnacleltreatment.com  
 Phone: (484) 888-8867

**Contractor is a:** (check all that apply)**Corporation:** ☐ Calif., ☒ Other, ☒ LLC,**Non- Profit:** ☐ Corp ☐ Yes**Partnership:** ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited**Person:** ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other**EDD Worksheet Required**Yes ☐ No ☒**ATTACHMENTS****Exhibit A:**Schedule of Services**Exhibit B:**Schedule of Charges and Payments**Exhibit C:** Insurance Requirements**Exhibit D:**Behavioral Health Provisions**Exhibit E:** Schedule of HIPAA Provisions