

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval for Behavioral Health and Recovery Services to Enter an Agreement with Aegis Medical Systems, Inc. to provide Narcotic Replacement Therapy services for Fiscal Year 2011-2012

STAFF RECOMMENDATIONS:

1. Authorize the Behavioral Health and Recovery Services Director to negotiate and finalize an agreement with Aegis Medical Systems, Inc., to provide Narcotic Replacement Therapy Services, during Fiscal Year 2011-2012.
2. Authorize the Behavioral Health Director, or her designee, to sign an agreement with Aegis Medical Systems, Inc.
3. Direct the Auditor-Controller to increase estimated revenues by \$2,800,000 and appropriations by \$2,600,000 for Fiscal Year 2011-2012 as detailed in the Budget Journal.

FISCAL IMPACT:

Behavioral Health and Recovery Services requests authorization to accept up to \$2,800,000 in Drug Medi-Cal funding from the California Department of Alcohol and Drug Programs to provide Narcotic Replacement Therapy in Stanislaus County. Also requested is authorization to negotiate and finalize an agreement with Aegis Medical Systems, Inc. for \$2,600,000 to provide these services to the community. The remainder of the Drug Medi-Cal funding will offset the costs of administration of the Narcotic Replacement Therapy program by Behavioral Health and Recovery Services. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-387

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Narcotic Replacement Therapy involves comprehensive treatment using synthetic opiates approved by the United States Food and Drug Administration for opiate dependency, most commonly to heroin. The treatment also involves medical evaluation, medical monitoring, and individual and group counseling.

The California Department of Alcohol and Drug Programs historically contracted directly with Stanislaus County Behavioral Health and Recovery Services and another local provider in Stanislaus County to provide Narcotic Replacement Therapy services needed in the County. In 2010, the State notified Behavioral Health and Recovery Services that it would no longer directly contract with a separate local Narcotic Replacement Therapy provider and would require Behavioral Health and Recovery Services to enter into, administer and monitor contracts with other providers of Narcotic Replacement Therapy services in Stanislaus County. The Board of Supervisors on December 21, 2010 authorized Behavioral Health and Recovery Services to issue a Request for Proposal (RFP) for Narcotic Replacement Therapy services. Aegis Medical Systems, Inc. (Aegis) was the only respondent to the RFP. Their proposal was reviewed by an internal panel and determined to meet the requirements established in the proposal. The evaluation included consideration of the Organizational Qualifications, Philosophy/Service Model, Clinic Start-up Experience, Program Design, Information Systems and Implementation Plan/Timeline.

Aegis Medical Systems, Inc. is an established provider of Narcotic Replacement Therapy. In 1998, Aegis began providing services in Stanislaus County under contract with the California Department of Alcohol and Drug Programs. That contract will expire on June 30, 2011; therefore, it is essential that the agreement discussed in this agenda item be fully executed before July 1, 2011 to avoid disruption of critical services to residents of Stanislaus County.

As required by the Board of Supervisors on January 24, 2006 and modified on March 22, 2011, the following table includes a cumulative value of prior contracts with this vendor for the period beginning July 1, 2009 through June 30, 2011.

Budget Unit	Contractor	Description of Service Provided Position Held	Contract of Amount for or Contractual Period. Amount and Time Period.	Proposed Previous Contract Amount List Time Period	Cumulative Contract and Total
Alcohol and Other Drug	Aegis Medical Systems, Inc.	Narcotic Replacement Therapy Services	\$0 (7/1/09 - 6/30/11)	\$2,600,000 - (7/1/11 - 06/30/12)	\$2,600,000

Approval for Behavioral Health and Recovery Services to Enter an Agreement with Aegis Medical Systems, Inc. to provide Narcotic Replacement Therapy services for Fiscal Year 2011-2012
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POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver the needed services at an appropriate level of care in a cost effective manner.

STAFFING IMPACT:

There is no staffing impact associated with the approval of this agenda item.

CONTACT PERSON:

Madelyn Schlaepfer, Director

Telephone 525-6205.

6/28/11 B7



BOARD OF SUPERVISORS
2011 OCT 12 A 10:41

PROVIDER AGREEMENT

BETWEEN

STANISLAUS COUNTY

BEHAVIORAL HEALTH AND RECOVERY SERVICES

AND

AEGIS MEDICAL SYSTEMS, INC.

NARCOTIC REPLACEMENT THERAPY SERVICES

JULY 1, 2011 – JUNE 30, 2012

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AGREEMENT

Narcotic Replacement Therapy Services

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and **Aegis Medical Systems, Inc.**, a California Corporation with its principal place of business identified in **Section 20**, hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

WHEREAS, COUNTY, through Behavioral Health and Recovery Services, has a need to provide Narcotic Replacement Therapy (NRT) services in Stanislaus County; and,

WHEREAS, CONTRACTOR has specially trained, experienced and competent staff to perform NRT services and desires to enter into an Agreement with COUNTY to provide NRT services in Stanislaus County.

NOW THEREFORE, the parties hereby agree as follows:

1. RECITALS

The recitals set forth above are a material part of this Agreement.

2. SERVICES

Services required under this Agreement are described in Exhibit A, attached.

3. NONDISCRIMINATION

3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 3.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

4. BILLING AND PAYMENT

- 4.1 Payment information is identified in Exhibit A, attached.
- 4.2 CONTRACTOR shall submit invoices to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, CA 95350, on a monthly basis. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month.
- 4.3 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of BHRS, State, or Federal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.
- 4.4 Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that COUNTY uses to support this Agreement, the parties agree to re-negotiate the applicable terms.

5. CULTURAL COMPETENCY

- 5.1 CONTRACTOR shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- 5.2 CONTRACTOR shall comply with cultural competence requirements set forth by COUNTY, in accordance with W&I Code Section 5600.2 and CCR Section 1810.410.

- 5.3 CONTRACTOR staff shall receive cultural competence training each year and any such training not provided through the COUNTY shall require pre-approval of COUNTY.
- 5.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.
- 5.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Competence Oversight Committee.
- 5.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 6.1 See Exhibit B for compliance with the HIPAA Privacy Rule and Security Standards.
- 6.2 CONTRACTOR shall ensure staff have received training on HIPAA requirements and is familiar with the BHRS Privacy Policy.
- 6.3 CONTRACTOR shall participate in COUNTY compliance HIPAA Audits as requested by COUNTY.

7. QUALITY MANAGEMENT

- 7.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
- 7.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews.

8. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

- 8.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution.
- 8.2 Participants shall be provided a copy of their rights, which shall include the right of appeal and the right to be free from sexual harassment and sexual contact, by members of the treatment, recovery, advisory, or consultant staff.
- 8.3 No provision of this Agreement shall be construed to replace or conflict with the

duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

9. CONFIDENTIALITY

- 9.1 CONTRACTOR shall conform to and monitor compliance with all County, State and Federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.
- 9.2 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Welfare and Institutions Code Section 14100.2; Health and Safety Code Section 11977; Title 22, California Code of Regulations, Section 51009; and Part 2, Title 42, Code of Federal Regulations. Confidentiality regulations shall apply to all electronic media.

10. MONITORING/REVIEW ASSISTANCE

- 10.1 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the COUNTY deems necessary to monitor and audit services rendered.
- 10.2 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review. CONTRACTOR shall correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.
- 10.3 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services.

11. RECORDS

- 11.1 The CONTRACTOR shall be subject to the examination and audit of the Auditor General after final payment under Government Code, Section 8546.7.
- 11.2 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for

and participation in staff training.

- 13.4 All personnel, except outside speakers and volunteers, rendering services under this Agreement shall be employed by or under contract with CONTRACTOR and shall be appropriately supervised. Services shall be under the direct supervision of CONTRACTOR's Program Supervisor, Coordinator or Manager who meets the minimum qualifications set forth in the previous subparagraph.
- 13.5 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 13.6 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 13.7 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall ensure that staff providing bilingual services are fluent in their identified language.

14. CODE OF ETHICS

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics, a copy of which shall be provided to CONTRACTOR upon execution of this Agreement.

15. WORKPLACE REQUIREMENTS

- 15.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager the next business day or as soon as possible, not to exceed 72 hours following the incident.
- 15.2 CONTRACTOR shall participate, as appropriate, in COUNTY's investigations related to CONTRACTOR's incidents.
- 15.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.
- 15.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

inspection, examination or copying by COUNTY, State, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.

- 11.3 These books and records shall be maintained for a term of at least five (5) years after final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

12. REPORTING

- 12.1 Monthly reports to COUNTY shall be in the format prescribed by COUNTY. CONTRACTOR shall provide COUNTY with any other reports, which may be required by State and Federal agencies for compliance with this Agreement.
- 12.2 CONTRACTOR shall submit California Outcomes Measurement System (CalOMS) within two weeks after the month of service.
- 12.3 CONTRACTOR shall submit copies of program surveys by April 30, of each year.
- 12.4 CONTRACTOR shall submit a year-end program report by September 30, of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and/or interpreters; and inventory list.

13. PERSONNEL

- 13.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit C.
- 13.2 CONTRACTOR personnel shall meet standards set by Title 9 of the California Code of Regulations as it related to certification requirements.
- 13.3 All personnel records shall document each individual's qualifications, experience

15.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

16. FINANCIAL RECORDS AND REPORTS

16.1 CONTRACTOR shall maintain statistical records in the manner required by COUNTY, State Department of Alcohol and Drug Programs, and applicable licensing agencies, and make such records available to COUNTY upon request.

16.2 CONTRACTOR shall provide to COUNTY a copy of CONTRACTOR'S annual financial audit conducted by an independent public auditing firm that shall be executed in accordance with generally accepted auditing standards. Such audit must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, as this applies to the OMB Circular A-133. This audit shall be submitted to COUNTY within nine months after the end of the CONTRACTOR's calendar year.

17. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY.

18. INDEMNIFICATION

18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers, and employees against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or

CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, CONTRACTOR's obligation to indemnify the COUNTY and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the CONTRACTOR in contributing to such claim, damage, loss and expense.

18.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

18.3 To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the CONTRACTOR and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of COUNTY and its officers or employees.

19. **INSURANCE**

19.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

19.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

19.1.2 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits or no less than One

Million Dollars (\$1,000,000) per incident or occurrence.

19.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the work of this Agreement.

19.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

19.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees

for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.

- 19.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 19.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 19.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 19.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 19.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
- 19.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 19.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage

required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

19.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

20. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

COUNTY: County of Stanislaus
Behavioral Health and Recovery Services
Attention: Contract Manager
800 Scenic Drive
Modesto, CA 95350

CONTRACTOR: Aegis Medical Systems, Inc.
Attn: Ehud Barkai
7246 Remmet Avenue
Canoga Park, CA 91303

With a copy to:

Aegis Medical Systems, Inc.
Modesto Clinic
Attn: Dr. Nancy Moll, Clinic Manager
103 Modesto Ave.
Modesto, CA 95354

21. CONFLICTS

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

22. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

24. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

25. RELATIONSHIP OF PARTIES

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

26. REFERENCES TO LAWS AND RULES

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

27. ASSIGNMENT

27.1 COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably

withheld. The requirements of this section do not apply to subcontracts with individuals or organizations that the CONTRACTOR may enter into in order to perform some specialized services required by this Agreement, such as medical services, etc.

27.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

28. AVAILABILITY OF FUNDS

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, or local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

29. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

30. VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

31. TERM

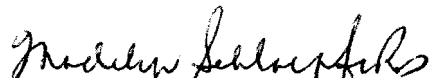
31.1 This Agreement shall commence on July 1, 2011, and continue through June 30, 2012. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

31.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

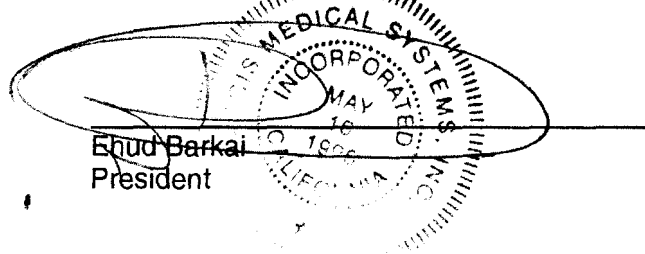
Aegis Medical Systems, Inc.




Madelyn Schlaepfer, Ph.D. CEAP
Behavioral Health Director



Ehud Barkai
President

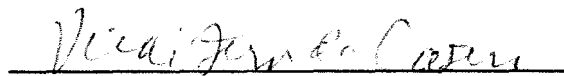


APPROVED AS TO CONTENT



Adrian Carroll, MFT
Associate Director

APPROVED AS TO FORM
John P. Doering, County Counsel



Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2011-387 June 28, 2011

NARCOTIC REPLACEMENT THERAPY SERVICES

A. SERVICES

1. CONTRACTOR shall provide a program of Drug Medi-Cal outpatient Narcotic Replacement Therapy (NRT) services in Stanislaus County in accordance with the terms of this Agreement.
2. NRT is a comprehensive treatment including the use of synthetic opiates approved by the United States Food and Drug Administration for opiate-addicted patients. Services under this Agreement shall include, but are not limited to:
 - a. Methadone medication treatment.
 - b. Drug screening and other testing as appropriate.
 - c. Individual and Group consultation/counseling services regarding methadone detox and methadone maintenance.
3. CONTRACTOR shall maintain sufficient qualified program and administrative staff required to provide such services.
4. CONTRACTOR shall obtain and maintain Drug Medi-Cal certification as required by the California Department of Alcohol and Drug Programs (ADP).
5. CONTRACTOR shall establish and maintain, at CONTRACTOR's cost, a computer system capable of interfacing with the COUNTY's Information System, as necessary, for the submission of information required under the terms and conditions of this Agreement, including, but not limited to the submission of:
 - a. Drug Medi-Cal claims.
 - b. CalOMS treatment admission and discharge data, including client demographic data.
6. CONTRACTOR shall complete all required data entry in accordance with COUNTY policies and procedures.
7. CONTRACTOR shall develop and maintain a community advisory committee, including, but not limited to, members from law enforcement, local neighbors, and program alumni. The community advisory committee shall be organized in advance and called upon for the purpose of addressing neighborhood concerns as they arise.
8. CONTRACTOR shall have a Quality Assurance Committee that monitors quality improvement activities, client outcomes, and performance measures, including, but not limited to client complaints/grievances, client satisfaction, CalOMS measures, client engagement, client retention, continuity of care, cultural competence. As part of the quality assurance activities, the CONTRACTOR shall provide evidence that demonstrates adherence to the best practices noted in the

Center for Substance Abuse Treatment (CSAT) Treatment Improvement Protocol (TIP) #43. (Composition of this committee, their direction, the frequency of their review, etc. to be specified, dependent upon the negotiations with the successful proposer.)

B. OUTCOMES

The proposed program is expected to have success rates that are equal to or better than industry standards as judged by, but not limited to, CalOMS statewide outcomes levels, accrediting bodies, and/or NAITx. BHRS will work with the Contractor to monitor and refine the expectations throughout the life of the contract.

C. BILLING AND PAYMENT

1. In consideration of CONTRACTOR's provision of services under this Agreement, COUNTY shall pay CONTRACTOR according to the rates published by the State Alcohol and Drug Programs in ADP Bulletin 10-11, or any subsequent publication of updated rates., for the actual number of doses of methadone actually provided and the individual and group consultation/counseling sessions actually provided by the CONTRACTOR under the terms of this Agreement.
2. The maximum amount payable by COUNTY to CONTRACTOR during the term of this Agreement is \$2,600,000.
3. CONTRACTOR agrees that COUNTY shall deduct and retain an administrative fee as reimbursement for COUNTY's administrative costs at the rate published by the State Alcohol and Drug Programs in ADP Bulletin 10-11, or any subsequent publication of updated rates.
4. To the extent that there occur any County, State or Federal Medi-Cal audits in connection with the services provided hereunder, each party shall (i) provide the other party with prompt written notice thereof and (ii) provide the other party with the right to participate in any audits or any audit appeals. For disallowances resulting from County, State or Federal Medi-Cal audits, CONTRACTOR shall repay COUNTY within thirty (30) days from the date of request, except as otherwise negotiated by COUNTY.
5. CONTRACTOR shall submit an original, signed Drug Medi-Cal Claims Certification form to COUNTY for each Medi-Cal claim submitted to the State. A sample Drug Medi-Cal Claims Certification form is attached as Exhibit D to this Agreement.

D. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

**Confidentiality and Information Security Provisions
Direct Service Providers**

1. As a covered entity, the Contractor shall maintain the confidentiality of alcohol and drug abuse patients in accordance with all applicable laws and regulations, including but not limited to, 42 CFR and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network, unless such data is encrypted in a method that insures the data integrity and confidentiality.

**Confidentiality and Information Security Provisions
Direct Service Providers**

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

**BHRS Privacy Officer
Behavioral Health and Recovery Services
800 Scenic Drive
Modesto, CA 95320
(209) 525-6225**

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
- (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DMH Information Security Officer of the Department of Mental Health.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding

**Confidentiality and Information Security Provisions
Direct Service Providers**

for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 6.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

STATEMENT OF COMPLIANCE

- A. CONTRACTOR agrees, unless specifically exempted, compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Department of Mental Health's Complaint Process.
 5. All provision of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Department of Mental Health so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.
- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.
 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.
- C. The County and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
- E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Drug Medi-Cal Claims Certification

To: Stanislaus County, Behavioral Health and Recovery Services

I HEREBY CERTIFY based on best knowledge, information and belief to the following: The beneficiaries were eligible to receive Drug Medi-Cal services at the time the services were provided to the beneficiaries. All documentation for the services meets the standards established by State and Federal law.

I also certify based on best knowledge, information and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

Name

Date

Title

Agency

