

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CEP AMERICA – CALIFORNIA**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of April 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CEP America-California, a California general partnership d/b/a Vituity, hereinafter called "Contractor." Collectively referred to as "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, County operates a hospital, San Mateo Medical Center ("SMMC"), which includes an emergency medicine department. SMMC operates a Substance Use Disorder Program under the CA Bridge Program, a program of the Public Health Institute, (the "Program") in the emergency medicine department; and

WHEREAS, Contractor has agreed Substance Use Disorder Patient Navigators ("Navigators") to act as care coordinators, an integral team member supporting a statewide initiative to improve access to medication for opioid use disorder; and

WHEREAS, the Parties entered into an agreement for emergency and correction health services for the term of January 1, 2020 through December 31, 2022 (the "Agreement"); and

WHEREAS, it is necessary and desirable that Contractor provide one or more Navigators to perform services in support of the Program, as further described herein, and Contractor desires to provide such Navigators; and

WHEREAS, the parties now wish to add Exhibit D to the Agreement and to add \$157,626 to the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1.5.1 of the Agreement, governing Maximum Amount, is amended to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed SEVEN MILLION THREE HUNDRED AND THIRTY-

FIVE THOUSAND DOLLARS (\$7,335,000).

2. Section 5.17 of the Agreement, governing Exhibits and Attachments, is hereby amended to read as follows:

Exhibit A—Services

Exhibit B—Payments

Exhibit C—Performance Metrics

Exhibit D—Navigator Services and Transfer of Funds

Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment I—§ 504 Compliance

Attachment J -Vendor/Contractor Access Policy

3. Exhibit B, Section II, Subsection H is amended to read as follows:

Contractor will be paid at a fixed rate of ONE MILLION NINE HUNDRED FIFTY FIVE THOUSAND AND SIXTEEN DOLLARS (\$1,955,016) per year to be paid in monthly installments of ONE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED AND EIGHTEEN DOLLARS (\$162,918) per month except when Exhibit B, Section II and/or Section II, E are applied and result in a different compensation. The maximum amount payable under this Agreement for its three year term shall not exceed SEVEN MILLION THREE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$7,335,000).

4. Exhibit D, attached hereto, is hereby included in the Agreement.

All other terms and conditions of the Agreement dated February 25, 2020, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CEP America-California, a California General Partnership d/b/a Vituity

DocuSigned by:

<u>David Birdsall</u>	<u>3/9/2021</u>	<u>David Birdsall, M.D., COO</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT D
NAVIGATOR SERVICES

- I. **Navigator Qualifications and Skills.** Each Navigator provided by Contractor shall meet the following criteria:
- a. High school diploma or its equivalent and experience preferred.
 - b. Must be able to communicate effectively be capable of establishing good relationships with patients and their families, physicians, staff, other health service providers, agencies, etc.
 - c. Proficient computer skills using Microsoft Word, Excel and e-mail.
 - d. Excellent phone etiquette and customer service skills.
 - e. Excellent verbal and written communication skills.
 - f. Good problem solving skills.
 - g. Excellent organizational skills.
 - h. Ability to work independently and within established time frames
 - i. Nonjudgmental, energetic, positive approach to assisting patients with Substance Use Disorder (“SUD”)
 - j. Understanding of SUD as a medical condition and the role of MOUD in treatment and harm reduction.
 - k. Interest/proficiency in working with individuals recently released from incarceration, homeless individuals and other marginalized populations.
 - l. Ability to interact with patients in a culturally relatable manner.
 - m. Respect for patient confidentiality and privacy.
- II. **Navigator Services.** Each Navigator provided by Contractor shall be a member of the Department-based Medication for Opioid Use Disorder (“MOUD”) team and will be available during scheduled hours to approach patients once acutely stabilized to discuss the Program and develop realistic individualized action plans for the patients. Specifically, Navigator will:
- a. Conduct initial brief assessments, introduce patients to MOUD programs and services, expedite appointments at clinics, serve as the primary coach for their clients, and maintain ongoing contact with their panel.
 - b. Assist patients with access to other services such as financial counseling, primary care, mental health services, social services, and residential treatment facilities.
 - c. Become versed in a variety of substance use treatment models, patterns of substance use, effects of intoxicants and withdrawal of various substances
 - d. Become versed in local and regional substance use treatment options and local harm reduction services.
 - e. Develop expertise in insurance benefits and exclusions related to treatment.
 - f. Initiate, develop and maintain constructive relationships with community MOUD treatment providers.

- g. Schedule follow up appointments, offers additional resources, networks to help achieve sustained access to care.
- h. Establish relationship with patients and communicate via telephone, texting, and/or email to remind patients of appointments, help patients navigate any obstacles to follow up treatment, and provide encouragement.
- i. Support patient to access the most optimal level of care available. If patient is from out of county and needs to access substance use disorder treatment in their home county, assist to connect with local resources in their home county.
- j. Communicate with County staff daily during weekdays to recruit patients and provide support to staff around MOUD: Monitors the ED and inpatient patient tracking systems to screen for eligible patients; checks-in with ED and inpatient clinicians and nursing staff to screen for eligible patients.
- k. Communicates and interacts with patients in a culturally competent and relatable way.
- l. Identify current PMD and behavioral health providers. Works to connect patient with existing MOUD treatment available at current PMD and/or behavioral health location if available, unless patient prefers an alternate MOUD treatment location. Identify primary medical home if not secured.
- m. Maintain updated, in-depth knowledge of local and regional SUD treatment programs including capacity, insurance requirements, and additional services provided at local and regional programs (benefits assistance, housing assistance, mental health, primary care, etc.).
- n. Develop positive working relationships with ED staff and community agencies.
- o. Assess and address any barriers to attending follow up appointments (transportation, contact phone # availability for appt reminders, shelter needs, etc). Engage social services to assist with any of these issues as needed.
- p. Arrange transportation to nearby residential treatment facilities and partner programs
- q. Assist with navigating barriers to patients obtaining buprenorphine prescription from pharmacy (insurance status, copay expense, cost differences between formulations, etc). Routinely assist patients by having the patient and/or pharmacist call from the pharmacy to sort out encountered insurance barriers in real time.
- r. After discharge from County, on the day prior to follow up appointment contact patients to remind them of their follow up appt.
- s. Collect data related to number of buprenorphine/methadone administrations, prescriptions, and referrals to care.
- t. Engage in scheduled California Bridge coaching calls and navigator trainings.

III. Contractor Obligations

- a. Contractor shall recruit, hire and adequately train all Navigators to perform the Navigator Services and shall ensure that each Navigator meets the minimum qualifications set forth above. County retains the right to approve Navigators in

advance. In addition, County may request the removal or replacement of any Navigator for reasonable cause by providing written notice to Contractor. Furthermore, County and Contractor agree to cooperate together in good faith to investigate any complaints made by County concerning any Navigator and to resolve the complaint in a reasonable time with appropriate action, which may include removal or replacement of a Navigator as appropriate.

- b. Contractor shall ensure that each Navigator has each of the following, and shall furnish documentation to the County of same, prior to the time such Navigator performs any Navigator Services:
 - i. Statement of a criminal background check
 - ii. Evidence of appropriate education
 - iii. Appropriate immunizations

IV. **Compensation.** In full consideration for the performance of the Services hereunder, County shall pay Contractor a one-time fee of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Contractor will invoice County for the full one-time fee in March 2021. County shall pay the invoice within 30 days of invoice date. County shall use funds received from the Bridge Grant.

It is anticipated that Contractor will receive direct compensation from the Bridge Grant for future years 2022 and 2023. If however, County again received direct payment of the Bridge Grant, than similar arrangements will be made for future years under this agreement.

V. **County Obligations.**

- a. County shall provide all equipment, computers, facilities, parking, I.D. badges, credentials, or clearances, and access to systems (including appropriate access to documentation and medical records systems) reasonably necessary for the performance of Navigator Services set forth hereunder. Unless otherwise agreed in writing with Contractor, County will not require Navigators to transport laptop computers or other equipment outside of the County.
- b. Support for Contractor Quality Program. County agrees to provide access to Contractor Navigators and Navigator management to its documentation and medical records system to enable Contractor to perform chart audits and quality control functions as Contractor deems reasonably necessary to ensure Services are compliant with the Agreement and applicable laws, regulations, practices and procedures. Contractor Navigators and Navigator management may perform audits of the chart entries of peers or reports, in addition to their own.
- c. County will comply with all State, CMS and The Joint Commission or other accreditation requirements and regulations regarding the use of navigators.

VI. **Quality Control.**

- a. Contractor shall establish all procedures necessary to assure the consistency and high quality of Navigator Services rendered to County's patients. Contractor shall notify County of any deficiencies in personnel, supplies, facilities, equipment or working environment which, directly or indirectly, adversely affect Contractor's provision of Navigator Services to County's patients.
- b. To support the provision of consistent high-quality Navigator Services, County will provide ongoing evaluation and feedback in response to requests from Contractor Navigator management regarding the performance of individual Navigators.