

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
BAART BEHAVIORAL HEALTH SERVICES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BAART BEHAVIORAL HEALTH SERVICES, INC., hereinafter called "Contractor";

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, the parties entered into an Agreement for ("Original Agreement") for professional services on September 11, 2012 for a maximum obligation of \$336,344 for the term of July 1, 2012 through June 30, 2013; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a first time to increase the maximum obligation by \$87,421 to a new maximum of \$423,765 with no change to the term of the Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$423,765).

2. All other terms and conditions of the agreement dated September 11, 2012, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

BAART BEHAVIORAL HEALTH SERVICES, INC.

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/7/12

EXHIBIT A – SERVICES  
BAART BEHAVIORAL HEALTH SERVICES, INC.  
FY 2012 - 2013

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following Narcotic Replacement Therapy services at a mutually agreed upon location in San Mateo County.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. In providing its services and operations, Contractor will maintain compliance with requirements of the Alcohol and Other Drug (AOD) Provider Handbook, including additions and revisions, which are incorporated by reference herein. Located at <http://www.aodsystems.com/SMC/Index.htm>.
- B. Intake assessment utilizing the Addiction Severity Index (ASI) will include a comprehensive medical examination, patient interview, patient orientation and review of all program documents. These documents may include but are not limited to: consent forms, patient rights and responsibilities and request for reasonable accommodation. The first medically administered dose will take place only after the patient successfully completes the intake process.
- C. Narcotic Replacement Therapy will include daily methadone dosing, appropriate medical services in accordance with Title IX, urine screening, addiction education and intervention, aftercare planning, patient follow up, and follow up with referring partners.
- D. Based on individual need, a minimum of fifty (50) minutes of individual counseling each month will be provided to address recovery issues, including: denial, withdrawal symptomology, drug/alcohol use history, the disease of addiction, relapse triggers, parenting skills and family socialization activities.
- E. Contractor will involve patients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the patient's resources, issues and strengths. A patient's relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the patient's engagement with the Contractor. The plan and the modifications will be documented in the patient file. Contractor will also document referrals and linkages to other services and providers.
- F. Fee for Service

1. MediCal Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to MediCal Coverage Expansion (MCE) eligible patients, on a fee-for-service basis. Substance use treatment modalities provided under the MCE program include:

- a. Medication Assisted Treatment
- b. Narcotic Replacement Therapy

## 2. Criminal Justice Realignment Program

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

Contractor will provide the following services to CJR clients:

- a. Narcotic Replacement Therapies/Medication Assisted Treatment  
Outpatient services including counseling and the provision of methadone or other medication assisted treatment as prescribed by a physician.

Contractor will track and report all CJR client services in accordance with the local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook.

## 3. Drug Court

Contractor shall provide NRT/MAT Services to Drug Court referred clients. If a Drug Court referred patient is in need of travel assistance, Contractor will request the needed resources from the Drug Court coordinator.

## II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, Contractor will give priority admission to:

- A. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- B. Clients with MCE health insurance coverage.
- C. Shelter referrals within San Mateo County;
- D. First Chance Sobering Station referrals;
- E. Referrals from other San Mateo County AOD providers;

## III. ADMINISTRATIVE REQUIREMENTS



Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

#### A. System-Wide Improvements

The County has identified a number of issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Contractor will implement the following:

##### 1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to patients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment, detoxification and treatment for patients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will develop and implement activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan by January 2, 2013.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

##### 2. AOD Policy Implementation

AOD Services has incorporated system-wide policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. The Policies include: Medications, Relapse, NRT and Medical Marijuana policy. Contractor shall develop guidelines and procedures consistent with County Policy. BHRS will provide an overview and training for staff.

##### 3. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment

and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

#### 4. Co-occurring/Complex Disorders

Contractor will work to improve outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor will establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

#### 5. AVATAR Electronic Health Record

Contractor worked collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

## B. Qualified Service Organization

As a qualified service organization, BHRS agrees to provide the following services:

1. Centralized screening, assessment, and treatment referrals;
2. Billing supports and services;
3. Data gathering and submission in compliance with Federal, State, and Local requirements;
4. Policies and procedures related to the service provision, documentation, and billing;
5. Quality Management and utilization review; and
6. Education, training and technical assistance as needed.

In addition, BHRS:

1. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug program about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

## C. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

1. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.



#### D. MCE Program Requirements

1. Contractor shall screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
4. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor shall correct and resubmit disallowed claims, as requested;
8. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

#### E. CULTURAL COMPETENCY

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@smcgov.org)

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
  - a. Implementation of policies and practices that are related to promoting diversity and cultural competence;
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)



- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
  - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner);
  - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
  3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
  4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.
  5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

#### F. Ineligible Employees

##### 1. Licensed Professional

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County patients or operations. An "Ineligible Person" is an individual who (1) is currently excluded,

suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).

## 2. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County patients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: [http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull\\_1.asp](http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp)

## G. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

## H. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

## I. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.



EXHIBIT B – PAYMENTS AND RATES  
BAART BEHAVIORAL HEALTH SERVICES, INC.  
FY 2012 – 2013

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

- A. In full consideration of the funded NRT services provided to patients who lack the necessary resources to pay for these services themselves, the County will reimburse Contractor on a fee for service basis. Upon timely submission of billing and reports as outlined in the AOD Provider Handbook, the County will pay Contractor's monthly payment within thirty (30) days.

B. Variable Rate/Fee for Service

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Rates are published in the AOD Provider Handbook.

1. The maximum variable rate/fee for service amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$144,888).

COUNTY FUNDED SERVICES	ALLOCATION AMOUNT
MIA Maintenance Dosing	\$31,420
MIA Detox Dosing	
MIA Individual Counseling	
MIA Jail Dispensing	
MCE County Match	\$44,234
Federal Financial Participation (FFP)	\$44,234
<b>TOTAL AMOUNT</b>	<b>\$119,888</b>

NON-COUNTY FUNDED SOURCES/SERVICES	ALLOCATION AMOUNT
Drug Court	\$20,000
Ryan White	\$5,000
<b>TOTAL AMOUNT</b>	<b>\$25,000</b>

**RATES**

Services	Units of Service (UOS)	UOS Rate
NTP - Methadone Maintenance Services	Daily	\$11.86 / 1.08 (*)



NTP - Individual Counseling Services(**)	One 10-minute Increment	\$13.91 / \$1.28 (*)
NTP – Methadone Detoxification Services	Daily	\$13.00
NTP – Jail Dispensing Services	Daily	\$16.33
NTP – Suboxone, Drug Court Referrals	Monthly	\$1,170
NTP – Medical Detoxification Services, Drug Court Referrals		\$500

\* Denotes the administrative costs which are included within the rate.

\*\* ADP reimburses NTP providers for up to 200 minutes of counseling per calendar month, per beneficiary, under methadone service only. Counseling is individual and/or group.

## 2. Criminal Justice Realignment (CJR)

### a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down Federal Financial Participation (FFP) funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

### b. CJRP Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

### c. CJR Maximum

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877).

## C. Monthly Reporting

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook. The invoice shall include:

1. DAISY ID number and patient name with funding source, modality and referring entity.

2. Dates services provided, number dosing and individual counseling broken down by patient and modality.
  3. Number of individual counseling minutes provided for each patient.
  4. Total amount of monthly billing by modality.
- D. The invoice shall be submitted to:
- Alcohol and Other Drug Services  
400 Harbor Blvd., Building E  
Belmont, CA 94002
- E. Furniture and Equipment
- Prior to possession of the building, an inventory of existing furniture and equipment shall be documented by Contractor in partnership with BHRS and kept on record by both parties. This inventory shall not be leased, rented or sold. All furniture and equipment will be on loan from the Original Contractor, San Mateo Medical Center (SMMC), until a purchasing agreement can be made or returned to the county upon exiting of the current site. Contractor will work in partnership with BHRS and SMMC to arrange all final agreements upon purchase or return.
- F. Contract Maximum
- In any event, the (aggregated) maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$423,765).
- G. Anticipated Change in Revenue
- County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- H. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- I. Required Fiscal Documentation

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County AOD program liaison.

- J. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

K. Early Termination

In the event this Agreement is terminated prior to June 30, 2013, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

L. Contract Amendments

The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

M. Invoices Certification and Program Integrity

Anytime a Contractor submits an invoice to the County for reimbursement for services provided under this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"