

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ADDICTION RESEARCH AND TREATMENT, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ADDICTION RESEARCH AND TREATMENT, 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 ("Original Agreement") for professional services on July 10, 2012 for a maximum obligation of \$622,654 for the term of July 1, 2012 through June 30, 2013; and

WHEREAS, on December 10, 2012, the Chief of the Health System approved a second amendment adding substance abuse confidentiality language, with no change to the term of the agreement or the contract maximum.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a second time increasing the maximum obligation by \$120,000 to a new maximum of \$742,654 and no change to the term of the agreement.

WHEREAS, the parties wish to Amend and clarify that Original 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 SEVEN HUNDRED FORTY-TWO THOUSAND SIX

HUNDRED FIFTY-FOUR DOLLARS (\$742,654).

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement 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

ADDICTION RESEARCH AND TREATMENT, INC.



Contractor's Signature

Date: 7/18/13

EXHIBIT A – SERVICES
ADDICTION RESEARCH AND TREATMENT, 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. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Contractor will provide Narcotic Replacement Therapy (NRT) services for Drug/Medi-Cal (DMC) patients only at a mutually agreed upon location in San Mateo County. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations. All payments under this Agreement must directly support services specified in this Agreement.

In providing its services and operations, Contractor will maintain compliance with requirements of the Alcohol and Other Drug Services (AOD) Provider Handbook, including additions and revisions, which are incorporated by reference herein. Located at <http://smchealth.org>.

Based upon information obtained from patients, Contractor shall be responsible for determining if patients are covered by DMC. Verified and approved DMC patients shall not be refused services by Contractor. A DMC patient shall not be charged a fee for services, other than a share of cost, pursuant to Article 12 (commencing with section 50651), Chapter 2, Division 3, Title 22, CCR.

Contractor will use evidence-based practices as outlined in their program plan description and will provide their services to identified target populations. Intake and assessments will include co-occurring and trauma informed practices.

- 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.

II. 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://smchealth.org>.

A. System-Wide Improvements

The County has identified a number of issues that require a collaborative and comprehensive approach in order to enhance 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 clients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment and treatment for clients 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 continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- 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.

4. Co-occurring/Complex Disorders

Contractors work plan will address a timeline to improve outcomes for co-occurring/complex patients 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 Mental Health Services Act (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 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 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 through June 30, 2013.

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, problem resolution, 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. 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

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 31st, 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 31st, 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) to

plan for appropriate technical assistance.

D. 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.

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/part1bullet1.asp>

E. Administering Satisfaction Surveys

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

F. 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.

G. Retention of Medical 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 (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

H. Drug Medical

Contractor shall submit monthly DMC claims for services rendered to DMC patients each month, directed to the AOD analyst or designee. DMC claims shall be submitted by the tenth (10th) of the month following the month of service. Payments shall only be made reimbursable to contractor subject to payment by the State to the county. Claims will be paid according to the County payment cycle, based upon the published fiscal year State-approved DMC rates, less the County Administration Fee that is calculated into the State rates. The State of California may deny and/or disallow claims submitted for payment; the county will notify Contractor of the claim status and request corrections as needed. Those claims that are deemed uncollectible and "final denials" will be reimbursed to the County by the contractor upon mutual agreement and reconciliation.

It is understood that if the State Department of Health Services disallows or denies DMC claims, contractor shall reimburse the county for any and all DMC funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

Per California Department of Alcohol and Drug Programs (ADP) Bulletin #98-42, due "to the entitlement nature of Drug Medi-Cal, providers should not be limited by a contract amount." Thus, the DMC amounts shown in the contractor budget are simply estimates, and are not to be construed as maximums or limiting factors. The County will not pay any expenses incurred above rate caps.

Not later than sixty (60) days following the end of the contract period, unless otherwise instructed in writing, contractor shall submit a final Performance Report related to funding described above.

EXHIBIT B – PAYMENTS AND RATES
ADDICTION RESEARCH AND TREATMENT, INC.
FY 2012 – 2013

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

I. PAYMENTS

A. Drug Medi-Cal Reimbursement

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 the 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.

Contractor shall be reimbursed on a fee-for-service basis according to the rates published in the AOD Provider Handbook.

B. Maximum Obligation

The maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED FOURTY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS (\$742,654).

C. Monthly Report

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) 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.

D. 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.

E. 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.

F. 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 Alcohol and Other Drug Services program liaison for each fiscal year.

- G. 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.

H. 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.

I. 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.

J. Claims/Invoice Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims/invoice, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim/invoice is true and accurate by stating the claim/invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at San Francisco California, on 7/18, 2013

Signed  Title President

Agency Addiction Research and Treatment, Inc.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons. (or no employees)
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Lynn Gerard

Name of 504 Person - Type or Print

Addiction Research and Treatment, Inc.

Name of Contractor(s) - Type or Print

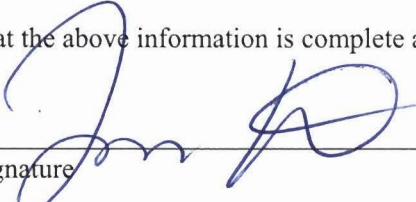
1111 Market Street, 4th Floor

Street Address or P.O. Box

San Francisco, CA 94103

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.



Signature

Jason Kletter, Ph.D., President

Title of Authorized Official

7/18/13

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."