



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: November 16, 2011
BOARD MEETING DATE: December 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services

SUBJECT: Agreements with Addiction Research and Treatment, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Addiction Research and Treatment, Inc. for the provision of Narcotic Replacement Therapy Services for the term of December 1, 2011 through June 30, 2012, in the amount of \$400,000; and
- B) Chief of the Health System or designee 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.

BACKGROUND:

On April 7, 2009 BHRS reported to your Board's Health and Human Services (HHS) Committee, that due to the substantial amount of County funds required to operate the County methadone clinic, the Health System would be issuing a request for proposals (RFP) to identify a private Methadone provider so that the County could close its clinic and assure that methadone services would still be available within the County.

In June of 2009 Bay Area Addiction Research and Treatment (BAART) was selected through a competitive RFP process to transition the current County operated Narcotic Replacement Therapy (NRT) program and take the responsibility for providing NRT in San Mateo County. However, the County determined it was in its best interest to delay contracting with provider and continue to deliver NRT services directly by County until June 2011.

In June 2011 the County's Methadone Program was included in the review of the County's annual budget and approved for closure by your Board at the budget hearings. On November 15, 2011, pursuant to Section 1442.5 of the California Health and Safety Code (the "Beilenson Act"), your Board conducted a public hearing on the proposed

elimination of the County's Methadone Treatment Program, which was approved.

DISCUSSION:

In February 2011 the HHS Committee, operated by the Board of Supervisors, approved the recommendation to begin the transition of the County operated Methadone Treatment program. A private provider will provide NRT services to adult drug MediCal clients with complex needs. The BAART created a separate entity, Addiction Research and Treatment, Inc. (ART), to operate and manage these services. ART will partner with the County to ensure a seamless transition of service. ART has agreed to occupy the current lease on the VA Campus where the Methadone Program is currently housed, and begin NRT services on December 1, 2011.

The Agreement and Resolution have been approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing individuals in San Mateo County with prevention and treatment services to support recovery. It is anticipated that 60% of participants will successfully complete alcohol and other drug treatment services.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percentage of clients who successfully complete alcohol and drug treatment services	60%	60%

FISCAL IMPACT:

The term of the Agreement is December 1, 2011 through June 30, 2012, and the maximum obligation is \$400,000. State and Federal Drug/Medical allocations will fund 100% of the maximum contract amount. There is no Net County Cost. Funds for these services are included in the BHRS FY 2011-12 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH ADDICTION RESEARCH AND TREATMENT, INC. FOR THE PROVISION OF NARCOTIC REPLACEMENT THERAPY SERVICES FOR THE TERM DECEMBER 1, 2011 THROUGH JUNE 30, 2012, IN THE AMOUNT OF \$400,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Addiction Research and Treatment, Inc. shall provide narcotic treatment and individual counseling program services for the term December 1, 2011 through June 30, 2012, for a maximum obligation of \$400,000 ; and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that 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.

* * * * *

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

THIS 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, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, and in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, 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 THOUSAND DOLLARS (\$400,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2011 through June 30, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply

with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable

ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Addiction Research and Treatment, Inc.
Jason Kletter, President
1111 Market Street, 4th Floor
San Francisco, CA 94103

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.

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

ADDICTION RESEARCH AND TREATMENT, INC.
2011-2012
EXHIBIT A

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 AOD Policy and Procedure Handbook, including additions and revisions, which are incorporated by reference herein. Located at <http://www.aodsystems.com/SMC/Index.htm>.

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 Policy and Procedure 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. Six months after the start of services, Contractor will submit a work plan on the implementation of the following:

1. Standards of Care

The County has identified specific Standards of Care (SOC) for 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, patient centered, culturally competent screening, assessment, detoxification and treatment for patients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractors work plan will focus on a timeline that works towards full compliance with the SOC, specifically:

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.

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, Contractors work plan will address a timeline to 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 patient engagement, enrollment and retention in treatment. The workplan will also address a timeline for the implementation of the following:

- a. Contractor will solicit feedback from patients on an annual basis, at minimum. Patient feedback process may include but is not limited to: focus groups and patient satisfaction surveys.
- b. Contractor will implement a process to share patient feedback with the Quality Improvement committee. Consideration of patient feedback will be incorporated into future QI plans.

4. Co-occurring Disorders

Contractors work plan will address a timeline to improve outcomes for 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 shall establish a COD work plan that continues to assess and address the needs of complex patients. 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.

5. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work 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) Policy and Procedure 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. CULTURAL COMPETENCY

1. Contractor shall participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352 or discuss with your program monitor.
2. Contractor shall ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.

3. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
4. Contractor shall use good faith efforts to hire clinical staff members who can communicate with patients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

C. 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/part1bull_1.asp

D. ADMINISTERING SATISFACTION SURVEYS

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

E. RETENTION OF MEDICAL RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of patient records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

F. DRUG MEDICAL

Contractor shall submit monthly DMC claims for services rendered to DMC patients

each month, directed to the AOD Analyst or designee. D/MC claims shall be submitted by the 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 D/MC 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 Department of Health Services disallows or denies D/MC claims, contractor shall reimburse the county for any and all Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

Per ADP Bulletin #98-42, due “to the entitlement nature of Drug/Medi-Cal, providers should not be limited by a contract amount.” Thus, the D/MC 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.

**ADDICTION RESEARCH AND TREATMENT, INC.
2011-2012
EXHIBIT B**

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

I. ALCOHOL AND DRUG SERVICES

A. DRUG MEDI-CAL REIMBURSEMENT AND RATES FOR FISCAL YEAR 2011-2012

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 manner as outlined in the chart below. Upon timely submission of billing and reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

**DRUG MEDI-CAL RATES
December 1, 2011 - June 30, 2012**

Services	Units of Service (UOS)	UOS Rate
Narcotic Treatment Program (NTP) - Methadone	Daily	\$11.86 \$1.08 (*)
NTP - Individual Counseling (**)	One 10-minute Increment	\$13.91 \$1.28 (*)

* 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.

B. METHOD OF PAYMENT

The maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

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 Policy and Procedure 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. In the event this Agreement is terminated prior to June 30, 2012 the Contractor shall be paid for services already provided pursuant to this Agreement.

I. 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.

J. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

K. 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.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Addiction Research and Treatment, Inc.
Name of Contractor

Signature of Authorized Official

Jason Kletter
Name (please print)

President
Title (please print)

Date

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.
- 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.

Jason Kletter
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

Title of Authorized Official

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."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Addiction Research and Treatment, Inc.	Phone:	415-663-7914
Contact Person:	Jason Kletter, President	Fax:	415-552-3455
Address:	1111 Market Street, 4 th Floor San Francisco, CA 94103		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title