

SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21965 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **ADDICTION RESEARCH AND TREATMENT, INC. d/b/a BAART**, hereinafter referred to as 'CONTRACTOR' with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement No. 21965 for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area.
- B. The COUNTY and CONTRACTOR agreed to amend the original agreement on June 21, 2005 in order to extend the expiration date to June 30, 2006, update Compensation in Exhibit "B," update Exhibit "D" revenue budget for fiscal year 2005-2006, update Assurances in Exhibit "E," and Compliance Criteria in Exhibit "F."
- C. The COUNTY and CONTRACTOR agree to amend the original agreement in order to extend the agreement for another year, update compensation listed in Exhibit "B," and to update budget information listed in Exhibit "D."
- D. This amendment shall become effective July 1, 2006.

ACCORDINGLY, IT IS AGREED:

- I. Effective July 1, 2006 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2007.
- II. Effective July 1, 2006 Exhibit "B" entitled Compensation is substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.
- III. Effective July 1, 2006 Exhibit "D" entitled Budget of Revenue and Expenditures is substituted in its entirety with the attached Exhibit "D," which Exhibit is made a part of this Agreement by reference.
- IV. Except as provided above, all other terms and conditions of Agreement No. 21965 shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. _____



THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors
"County"

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

ADDICTION RESEARCH and TREATMENT
D/B/A BAART

Date: 7/13/06

By: _____
Title: President

Date: 7/13/06

By: Helen Cabales
Title: Chief Financial Officer

Corporation Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: [Signature]
Deputy County Counsel

Date: 6/15/2006

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EXHIBIT "B"
ART dba BAART
COMPENSATION
FY 2006/2007

This Agreement is for the purpose of providing non-Perinatal and Perinatal Methadone Maintenance for Drug/Medi-Cal (D/MC) clients only. Clients may be residents of Tulare County or anywhere from within the State of California. Based upon information obtained from clients, CONTRACTOR shall be responsible for determining if clients are covered by D/MC. All clients whose treatment is paid for by COUNTY using funding from the State Department of Alcohol and Drug Programs (ADP) must have received an HSA authorization. Client data, as required by COUNTY, must be entered into TCOMS (Tulare County Outcomes Measurement System) in order to receive these funds.

The method of payment for services shall be as follows:

CONTRACTOR shall submit monthly D/MC claims for services rendered to both Perinatal and non-Perinatal clients each month to the County's Accounts Receivable Unit (at 5957 S. Mooney Blvd. In Visalia, CA 93277). D/MC claims submitted less than five (5) working days prior to the last day of the month following the month of service shall ONLY be reimbursable to CONTRACTOR subject to payment to COUNTY by the State. Said claims will be paid according to the normal County payment cycle, based upon the published FY 06/07 State-approved D/MC rates, less the County admin fee that is calculated into the State rates. The Units of Service (UOS) that appear in the budget provided by CONTRACTOR will not be obligated, since they are based upon the FY 05/06 D/MC rates. The base amount of this Agreement shall be **ONE MILLION FORTY-THREE THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$1,043,255.00)**, subject to the entitlement nature of D/MC as described below.

CADDS (California Alcohol & Drug Data System) was replaced by CalOMS (California Outcomes Measurement System) as of January 1, 2006. CalOMS has been incorporated into the Tulare County version called TCOMS, which is the current reporting mechanism. CONTRACTOR must enter all relevant client information into TCOMS at admission, or under no circumstances later than five days after admission date.

DATAR (Drug & Alcohol Treatment Access Report) reports are due from CONTRACTOR on the 10th of each month and are to be sent to the State according to ADP instructions.

If requested by COUNTY, quarterly reports reflecting information consistent with the requirements of the Negotiated Net Amount (NNA) contract between COUNTY and the State shall be sent to the Unit Manager of the A&D Treatment and Prevention Services Unit of the A&D Programs Division at 132 N. Valley Oaks Drive in Visalia 93292 in a format with such reasonable detail as is satisfactory to COUNTY.

If CONTRACTOR fails to file claims timely, enter client information into TCOMS, or submit any requested reports, COUNTY may withhold future payments. If there should be a failure to comply with this or any other Exhibit herein attached, the HHSA Assistant Agency Director of the Mental Health Department and CONTRACTOR will review the nature of the alleged failure to comply. Such process shall be completed within thirty (30) days after written notification to CONTRACTOR of the alleged failure to comply.

Records on each individual recipient of D/MC services shall include diagnostic studies, records of client counseling sessions, progress notes, discharge summaries, and/or any other pertinent client information. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties. If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past and current recipients of services of the terminated or non-renewed A&D program(s) must be maintained by CONTRACTOR for a minimum of 5 years or until all audit issues with the State have been satisfied, whichever is longer, although COUNTY shall have access to these records at any reasonable time.

No bona-fide D/MC client will be refused services by CONTRACTOR.

If Federal or State funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if funding priorities are imposed by the State, the reimbursement amounts shown above may be reduced on a proportionate basis or terminated with a 30-day written notice.

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. The Performance Report includes ONLY the State worksheet labeled 7990NTP. This Report will clearly show both the allowable funding and allowable Units of Service (UOS) provided by CONTRACTOR. UOS to be reported shall be as follows, for Perinatal and non-Perinatal separately:

NTP

of Individual counseling sessions @ 10 minutes each

of Methadone doses administered

licensed capacity

County admin fee

An annual narrative of program progress toward outcomes shall be submitted with the annual Performance Report.

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. However, CONTRACTOR must still keep reimbursable costs within

the rate caps published by the State. COUNTY will not pay any expenses incurred above rate caps.

It is understood that if the State Department of Alcohol and Drug Programs or the Department of Health Services disallows or denies D/MC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

CONTRACTOR shall not charge a D/MC client 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.

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
 NON-PERINATAL DRUG MEDI-CAL FISCAL DETAIL
 NARCOTIC TREATMENT PROGRAM
 BUDGET OF REVENUE & EXPENDITURES
 FISCAL YEAR 2006-2007

COUNTY TULARE COUNTY CONTRACT NUMBER _____

CONTRACTOR ART - Visalia Approved by Helen Cabiles, C.F.O.

CONTRACT PERIOD 7/01/06-6/30/07 MEDI-CAL PROV. NUMBER _____

DATE PREPARED 4/18/2006 CAADS PROVIDER NUMBER _____

PROGRAM OMM (Specify OMM, NAL)

REVENUES		
A. COUNTY/STATE	FEDERAL MEDI-CAL (NON-PERINATAL)	\$ 572,182
B. COUNTY/STATE	STATE MEDI-CAL (NON-PERINATAL)	\$ 544,706
TOTAL REVENUE		\$ 1,116,888

UNIT OF SERVICE	UNIT COST			Number of Units	TOTAL COST		
	Contractor	County Admin	Cost		Contractor	County Admin	
C. Daily Dose - Methadone	8.76	0.88	9.64	67,200	\$ 588,672	\$ 59,136	\$ 647,808
D. Ind Counseling	11.84	1.19	13.03	36,000	\$ 426,240	\$ 42,840	\$ 469,080
E. Group Counseling	3.31	0.33	3.64	-	\$ -	\$ -	\$ -
TOTAL COST					\$ 1,014,912	\$ 101,976	\$ 1,116,888

G. NUMBER OF CONTRACTED MEDI-CAL SLOTS

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
NON-PERINATAL DRUG MEDI-CAL FISCAL DETAIL
NARCOTIC TREATMENT PROGRAM
BUDGET OF REVENUE & EXPENDITURES
FISCAL YEAR 2006-2007

COUNTY TULARE COUNTY CONTRACT NUMBER _____
CONTRACTOR ART - Visalia APPROVED BY Helen Cabiles, C.F.O.
CONTRACT PERIOD 7/01/06-6/30/07 MEDI-CAL PROV. NUMBER _____
DATE PREPARED 4/18/2006 CAADS PROVIDER NUMBER _____
PROGRAM OMM (Specify OMM, NAL)

REVENUES								
A. COUNTY/STATE	FEDERAL MEDI-CAL (PERINATAL)						\$	15,979
B. COUNTY/STATE	STATE MEDI-CAL (PERINATAL)						\$	15,212
TOTAL REVENUE							\$	31,191
UNIT OF SERVICE								
	UNIT COST			Number of Units	TOTAL COST			
	Contractor	County Admin	Cost		Contractor	County Admin		
C. Daily Dose - Methadone	10.76	1.08	11.84	1,344	\$ 14,461	\$ 1,452	\$ 15,913	
D. Ind Counseling	19.28	1.94	21.22	720	\$ 13,882	\$ 1,397	\$ 15,278	
E. Group Counseling	5.71	0.58	6.29	-	\$ -	\$ -	\$ -	
TOTAL COST					\$ 28,343	\$ 2,848	\$ 31,191	
G. NUMBER OF CONTRACTED MEDI-CAL SLOTS								