

FOURTH 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 Agreement No. 21965 on June 8, 2004 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 amended Agreement No. 21965 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 amended Agreement No. 21965 on August 8, 2006 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. The COUNTY and CONTRACTOR amended Agreement No. 21965 on August 7, 2007 to extend the term of the Agreement to June 30, 2008, update Exhibits A, B, D, E and F, modify language contained in paragraph eight entitled "Termination and modify language contained in paragraph twenty entitled "Assurances of Non-Discrimination."

E. The COUNTY and CONTRACTOR agree to amend Agreement No. 21965 to extend the term of the agreement to June 30, 2009, update Exhibits A, B and D.

F. This amendment shall become effective July 1, 2008.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2008 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2009.

II. Effective July 1, 2008 Exhibit "A" entitled Agency and Program Identification is substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2008 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.

IV. Effective July 1, 2008 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.

VII. Except as provided above, all other terms and conditions of Agreement No. 21965 shall remain in full force and effect.

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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: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

ADDICTION RESEARCH and TREATMENT
D/B/A BARRT

Date: 6/24/08

By: _____
Title: President

Date: 6-23-08

By: Jelen Cable
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: _____
Deputy County Counsel
20081176

Date: 6/11/08

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FY 2008/2009

Section 1: Agency and Program Identification

Addiction Research and Treatment's (ART)
1646 So. Court St., Visalia 93277-4962

The Clinic Director is Kathy Rogers.
The program phone number is (559) 625-8890
Fax number is (559) 733-5053

Section 2: Nature of Document

Renewal Document. The term for contract to be renewed is from July 1, 2008 through June 30, 2009.

Section 3: Goal Statement

Reduce the impact of substance abuse and addiction on the target population by successfully implementing the described interventions.

Section 4: Target Population

Target Population: This ART program targets Tulare County residents abusing and/ or addicted to opioids.

- **Primary Drug of addiction:** Heroin and all other opioids.
- **Gender:** The program will serve male, female and transgender adults
- **Age:** adults aged 18 and older. (ART will provide services to opioid dependent individuals under 18 years of age on a case by case basis.)
- **Ethnic Background and language needs:** The program will serve individuals from all ethnic, racial, religious, and cultural backgrounds.
- **Sexual Orientation:** ART will serve individuals regardless of sexual orientation or gender identity.
- **Homeless Status:** The target population includes many individuals who are homeless, living on the streets, in shelters, and residential hotels.
- **Co Occurring Disorders:** ART serves opioid dependent individuals with co-occurring disorders such as HIV, Hep C, TB, diabetes, and mental illness. ART offers ancillary and referral services to help patients address co-occurring disorders.
- **Economic Status:** The program will serve individuals from all levels of economic status.

Section 5: Modality & Description of Service

A. Modality:

ART's primary service function is **Methadone Maintenance (MMT)**.

Ancillary services including medical examinations, individual and group counseling are included. HIV, Hep C, and TB screenings are offered on site.

The ART program offers comprehensive opioid treatment for opioid dependent persons. In addition to medication, patients receive a complete medical examination at point of intake and annually thereafter, and individual counseling sessions at least once per month for a minimum of 50 minutes. Individual patient need determines the length and frequency of counseling sessions per month.

Section 6: Methodology

- A. ART depends primarily on word of mouth and referrals from community social service agencies for recruitment. ART has made efforts to strengthen outreach and recruitment in the new fiscal year by redesigning and updating promotional pamphlets, brochures and the BAART Programs website. ART has provided and continues to offer free educational services to any organization interested in learning about methadone maintenance treatment, philosophy and clinical outcomes.
- B. Methadone Maintenance Treatment is appropriate for persons with chronic opioid dependence and addiction who have a history of repeated relapse, persons who live in environments not supportive of a life-style free from substance use, and for those who repeatedly engage in criminal behavior related to their chronic opioid use.

Criteria used to determine appropriateness include history of substance use, physical examination results, results of laboratory tests (blood and urine), Federal admission criteria, State Title IX criteria, and patient preference.

Preliminary screenings are conducted to determine eligibility and appropriateness for maintenance treatment in addition to identifying, documenting and addressing the immediate and urgent needs of the prospective patient.

The screening procedure is conducted by a face-to-face meeting with a counselor, intake coordinator, or staff person whenever a person requests to be considered for admission to maintenance treatment. The program physician, in consult with the clinic director, will make the final determination of admission to treatment.

Persons considered high-priority candidates for admission include:

- Pregnant opioid dependent women
- Persons with HIV infection
- Persons with life threatening diseases such as TB and HCV, that are made worse by injection drug use
- Persons with serious endocarditis, septic arthritis, or other medical problems

- C. The Visalia Clinic, located at 1646 So. Court St is open for the dispensing of methadone 365 days per year. The Visalia Clinic hours are Monday, Tuesday, Wednesday, and Friday from 6:00 AM to 1:30 PM, Thursday from 6:00 AM to 11:00 AM, Saturday and Sunday from 6:00 AM to 9:00 PM and on Holidays from 6:00 AM to 8:00 PM. The clinic staff is available during the Monday through Friday hours to provide counseling and primary healthcare services. Specific staff schedules vary according to the program needs.

Comprehensive Health Assessment

A health assessment is completed for every patient entering the program. The assessment includes a review of the patient's medical history, a physical examination, laboratory tests (i.e., CBC, SMAC, UA and TB) and the appropriate health referrals for acute and chronic medical conditions. Given the high-risk lifestyles and special health problems of most people addicted to illicit drugs, the medical staff assess each new patient for conditions such as hepatitis, tuberculosis, sexually transmitted diseases, and abscesses. The medical staff also discusses the advantages of HIV antibody testing and/or early medical intervention for those patients who disclose that they are HIV+.

Assessment and Treatment Planning

Patients participate in an assessment process upon entrance into the MMT program, which includes the completion of the Addiction Severity Index-Lite (ASI-lite) and the development of an individualized treatment plan. Both are completed with the support and guidance of a patient's counselor. Treatment Plans are reviewed, revised, and signed by the patient, counselor, and Medical Director every quarter. The ASI-lite is completed at intake and annually to assess progress.

Daily Dosing

The core substance abuse treatment service is providing patients with a medically supervised opioid treatment program using methadone. Each patient's recommended length of stay in treatment will vary based on criteria established at the onset of treatment and assessed on an on-going basis. These criteria measure the effectiveness of treatment and include toxicology screening, attendance at counseling sessions, employment status, arrest record, and other such lifestyle factors.

Urinalysis

Urinalysis (UA) testing is scheduled once per month on a random basis to screen for the use of illicit drugs. This procedure is always followed-up with individual counseling. Counselors specifically address each UA that is positive for illicit substances with the patient.

Counseling

Individual counseling sessions are provided for each patient for a minimum of 50 minutes per month and a maximum of 200 minutes per month. Frequency of counseling as well as counseling goals and objectives are determined and re-evaluated by the patient, Medical Director and substance abuse counselor during a quarterly Treatment Planning process.

Counseling sessions are patient driven, focusing on substance abuse issues including relapse prevention, HIV and HCV issues including education and risk reduction and offered to all patients. Research shows that counseling is a critical part of effective methadone maintenance treatment and contributes to improved treatment outcomes.

Linkage

The Visalia Clinic team maintains and regularly updates a list of referral sources including psychological and psychiatric services, employment, housing, and specialty medical services.

D. ART's treatment philosophy recognizes that:

- Substance abuse is a chronic, relapsing condition;
- Substance abuse treatment is a continually evolving field of knowledge;
- Individuals who seek treatment present a wide range of factors related to their developing and maintaining substance abuse and other problems; their motivations and degrees of readiness for change fall along a broad continuum;
- Effective treatment depends on culturally sensitive programming;
- Comprehensive, low-barrier treatment has the best chance to be effective in resolution of chronic substance abuse problems; and
- The most effective treatment of substance abuse problems requires treatment of the medical, psychological, and social ills of patients.

A successful treatment episode is measured by a reduction in harm to patient caused by illicit drug use as well as by: satisfying individualized treatment plan objectives, attendance at scheduled counseling appointments, increased HIV/AIDS knowledge, decreased incidents of incarceration, and transferring to another program for further substance abuse treatment.

Given the ART mission and the previously mentioned philosophy, patients are encouraged to continue treatment as long as appropriate, which varies for each patient. When patients decide to end their treatment with the support of ART they engage in a discharge planning process. This process involves processing options, plans, goals, and challenges of life after treatment with the patient.

Discharging from treatment is a gradual process combining counseling with the medically supervised and scheduled taper off prescribed medication. Patients who choose to terminate treatment against medical advice are also provided with counseling and a medically supervised and scheduled taper off of the prescribed medication. Patients who terminate against medical advice are also required to sign a waiver acknowledging the physician's recommendation.

Section 8: Continuous Quality Improvement
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ART employs a full time Quality Improvement Coordinator to ensure program compliance with the Health Commission, local, state, and federal regulations, including HIPPA and Title IX regulations.

HIPPA Policy

ART has Privacy Policies and Procedures designed to ensure compliance with all applicable state and federal laws governing the privacy and confidentiality of protected health information and that it adopts and follows proper practices in this area.

Harm Reduction Policy

The focus of BAART programs' relationship with patients receiving substance abuse treatment is the reduction and/or cessation of illicit drug use. Once a patient ceases illicit drug use, focus of treatment becomes relapse prevention. If relapse occurs it is treated as a normal part of the recovery process and efforts are shifted to make the relapse finite and short in duration.

Cultural Competency

For years, ART has incorporated ideas reflected by the CLAS standards of cultural diversity. Policies, operational guidelines, and organizational and program goals have been developed, formalized, incorporated into written policy manuals and implemented in daily clinic practices

ART has a non-discrimination policy for both patients and staff ensuring equal opportunities for all eligible individuals who wish to receive ART services or apply for employment. Patients receive a written copy of the patient non-discrimination policy at an initial individual orientation meeting conducted by a substance abuse counselor who also reviews the policy orally with the patient. Staff receives an oral review and a written copy of the ART non-discrimination policy during the new employee orientation conducted by the Human Resource department.

ART employees are trained on the importance of honoring the dignity of all patients served. Every May ART staff is required to participate in cultural sensitivity training and training on privacy and confidentiality requirements, Code of Ethics, Patient Rights, and Grievance Procedures. Each September, all direct care staff participate in "Special Populations Training" designed to address issues relevant to sub-altern populations: individuals living with HIV/AIDS, women, transgendered individuals, adolescents, and seniors.

Client Satisfaction

Patients are encouraged to participate in the internal ART bi-annual patient satisfaction survey exercise. Results from the internal survey are posted in the lobby.

ART dba BAART

COMPENSATION

FY 2008/2009

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

The base reimbursement estimate for this Agreement shall be **ONE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS (\$1,426,815)** for non-Perinatal clients and **TEN THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS (\$10,368)** for Perinatal clients, as shown in Exhibit "D", and subject to the entitlement nature of D/MC as described below.

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 by the State to COUNTY. Said claims will be paid according to the normal County payment cycle, based upon the published FY 08/09 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; COUNTY will notify CONTRACTOR of the claim status and request corrections as needed. Those claims that are deemed uncollectible and "final denied" will become payable to the COUNTY from CONTRACTOR.

CONTRACTOR should enter all relevant client information into TCOMS (Tulare County Outcomes Measurement System) at admission, but under no circumstances shall it be entered 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 and COUNTY instructions. CalOMS (California Outcomes Measurement System) client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file claims timely, enter client information into TCOMS, DATAR, or CalOMS, COUNTY may withhold payments until such entries have been made.

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.

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 (as calculated on the State worksheet)

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, 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 Drug Medi-Cal funds previously paid for those claims, regardless of the fiscal year in which the discrepancy is discovered.

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
PERINATAL DRUG MEDI-CAL FISCAL DETAIL
NARCOTIC TREATMENT PROGRAM
BUDGET OF REVENUE & EXPENDITURES
FISCAL YEAR 2008-2009

COUNTY	<u>TULARE COUNTY</u>	CONTRACT NUMBER	
CONTRACTOR	<u>ART - Visalia</u>	Approved by	<u>Helen Cabiles, C.F.O.</u>
CONTRACT PERIOD	<u>7/01/08-6/30/08</u>	MEDI-CAL PROV. NUMBER	
DATE PREPARED	<u>5.28.07</u>	CAADS PROVIDER NUMBER	
PROGRAM	<u>OMM</u>	(Specify OMM, NAL)	

REVENUES							
A. COUNTY/STATE		FEDERAL MEDI-CAL (PERINATAL)				\$	5,312
B. COUNTY/STATE		STATE MEDI-CAL (PERINATAL)				\$	5,056
TOTAL REVENUE						\$	10,368
UNIT OF SERVICE							
	UNIT COST			Number of Units	TOTAL COST		
	Contractor	County Admin	Cost		Contractor	County Admin	
C. Daily Dose - Methadone	10.95	1.10	12.05	480	\$ 5,256	\$ 528	\$ 5,784
D. Ind Counseling	17.36	1.74	19.10	240	\$ 4,166	\$ 418	\$ 4,584
E. Group Counseling	5.79	0.58	6.37	-	\$ -	\$ -	\$ -
TOTAL COST					\$ 9,422	\$ 946	\$ 10,368
G. NUMBER OF CONTRACTED MEDI-CAL SLOTS							

ADP# 10030

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
NON-PERINATAL DRUG MEDI-CAL FISCAL DETAIL
NARCOTIC TREATMENT PROGRAM
BUDGET OF REVENUE & EXPENDITURES
FISCAL YEAR 2008-2009

COUNTY	<u>TULARE COUNTY</u>	CONTRACT NUMBER	
CONTRACTOR	<u>ART - Visalia</u>	Approved by	<u>Helen Cabiles, C.F.O.</u>
CONTRACT PERIOD	<u>7/01/08-6/30/08</u>	MEDI-CAL PROV. NUMBER	
DATE PREPARED	<u>5.28.07</u>	CAADS PROVIDER NUMBER	
PROGRAM	<u>OMM</u>	(Specify OMM, NAL)	

REVENUES								
A. COUNTY/STATE		FEDERAL MEDI-CAL (NON-PERINATAL)					\$	730,957
B. COUNTY/STATE		STATE MEDI-CAL (NON-PERINATAL)					\$	695,858
TOTAL REVENUE							\$	1,426,815
UNIT OF SERVICE								
UNIT COST			Number of Units			TOTAL COST		
	Contractor	County Admin	Cost		Contractor	County Admin		
C. Daily Dose - Methadone	10.18	1.02	11.20	76,950	\$ 783,351	\$ 78,489	\$	861,840
D. Ind Counseling	12.27	1.23	13.50	41,850	\$ 513,500	\$ 51,476	\$	564,975
E. Group Counseling	2.85	0.29	3.14	-	\$ -	\$ -	\$	-
TOTAL COST					\$ 1,296,851	\$ 129,965	\$	1,426,815
G. NUMBER OF CONTRACTED MEDI-CAL SLOTS								