

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: Dr. Ana San Martin 10241 Farnham Drive Bethesda, Maryland 20814	DATE ISSUED: AGREEMENT NO: AGREEMENT TITLE:	<u>October 1, 2018</u> <u>16-069-9-X</u> <u>Psychiatric Services</u>
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THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term covered by this Notice of Amendment is effective October 1, 2018 thru September 30, 2019.

The above referenced contract is amended as follows:
See Amendment No.3

The contract documents consist of the terms and conditions of the Agreement dated December 14, 2015, Amendment No.1, including any Exhibits or Attachments.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Dr. Ana San Martin	TELEPHONE NO.:	(703) 228-5164
	EMAIL ADDRESS:	asanmartin@arlingtonva.us
COUNTY CONTACT: Rudbel Alfaro	TELEPHONE NO.:	(703) 228-5147
	EMAIL ADDRESS:	ralfaro@arlingtonva.us

CONTRACT AUTHORIZATION

NAME: Vanessa Moorehead
TITLE: Procurement Officer
Email: vmorehead@arlingtonva.us
Tele No: (703) 228-3405

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 16-069-9-X
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on the date of execution by the County and amends Agreement Number 16-069-9-X dated December 14, 2015, ("Main Agreement") between Dr. Ana San Martin, 10241 Farnham Drive, Bethesda, Maryland 20814 ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Contract Term, Contract Amount, and Scope of Work (Exhibit A) called for under the Main Agreement as follows:

3. CONTRACT TERM

Work under this Agreement will continue on **October 1, 2018** in accordance with this Agreement by both parties and will be completed no later than **September 31, 2019**. This is the fourth (4) of a five (5) year ('Subsequent Contract Term', October 1, 2016 through September 30, 2020).

4. CONTRACT AMOUNT

The County will pay to the Contractor, according to the terms of the "Payment" paragraph below and the Exhibit A, no more than **\$ 77,080 per year** in total for the completion of the work described and required in the Contract Documents, subject to the terms and conditions in those documents. The Contract Amount and hourly rate for each Subsequent Contract Term shall be in the amount mutually agreed upon but which will in no event exceed the funds appropriated for the services.

This is a cost-plus fixed fee contract for the Department of Human Services, Behavioral Health Division (BHD), Child and Family Services Division (CFSD), and Aging and Disability Service Division (ADSD), outpatient services. The County will pay a rate of \$300 for a 60-minute scheduled and completed new psychiatric evaluations and \$170 for a 30-minute scheduled and completed follow-up psychiatric visits (including transfers). Additionally, the Contractor will be paid for up to 30 minutes weekly for team consultation (either attendance at team meetings or consultation with a staff member on a particular client) at a rate of \$100 per hour. All evaluations and psychiatric follow-up visits will have documentation completed per agency requirements. Work will be deemed complete once it is accepted by the Project Officer. Additional hours of service may be provided only with prior approval of the County Project Officer. The total Contract Amount may be increased or decreased during the Contract Terms if available funds exceed or, in the alternative, are not sufficient to maintain then current service levels.

Exhibit A – Revised Scope of Work
Attached.


All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DR. ANA SAN MARTIN

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: Vanessa Moorehead
TITLE: Procurement Officer
DATE: 10/1/18

NAME: Ana San Martin M.D.
TITLE: PSYCHIATRIST
DATE: 10/1/18

REVISED EXHIBIT A

SCOPE OF WORK

A. The Contractor shall perform Key Work Expectations in accordance with the following:

1. Provide psychiatric services (with key elements and performance standards outlined in Exhibit B) for individuals of Arlington County referred from several programs including the Behavioral Health Division, the Child and Family Services Division as well as clients in the Aging in Disabilities Division with Intellectual and Developmental Disabilities, under the direction of the Behavioral Health Care Division of the Arlington County Department of Human Services, including: psychiatric evaluations; ongoing psychopharmacology assessments; psychiatric behavioral monitoring; written patient assessments; and consultation/liason services to multidisciplinary teams.
2. The County shall purchase these psychiatric services from the Contractor on a *Unit of Service* basis at the levels described below. A *Unit of Service* is a completed face-to-face visit or a staff consultation. The County shall pay only for services actually rendered and documented as described under Section 4 of the contract. Staff consultations must be documented in the medical record. Documentation for initial evaluations must meet agency documentation requirements and standards set for CPT code 90792. Documentation for follow up visits/transfers must meet agency documentation requirements and at minimum standards for CPT 99213. Sick, holiday or vacation time shall not be compensated. Cancellations and no-shows will not be compensated.
3. The Contractor shall provide services to patients referred by Division staff as clinically appropriate and submit a bi-weekly (twice a month) time sheet for these hours of service. The Contractor shall enter all services provided as well as all relevant data required to document patient interaction in the electronic medical record, according to policies and procedures of the Arlington County Department of Human Services – Behavioral Healthcare Division (Policies C 26 and C 19).
4. The Contractor shall provide services to patients referred by Division staff as clinically appropriate and submit a bi-weekly (twice a month) time sheet for these hours of service. The Contractor shall enter all services provided as well as all relevant data required to document patient interaction in the electronic medical record, according to policies and procedures of the Arlington County Department of Human Services – Behavioral Healthcare Division (Policies C 26 and C 19).
5. All contract licensed care providers should notify the County's compliance officer immediately if a complaint is filed arising from their private practices with any licensing board, whether in VA or elsewhere.

6. All contract licensed care providers should annually certify to the County that their licenses remain in good standing with the applicable VA Licensing Board.
 7. Failure to maintain a license or significant discipline, as determined by the County, is grounds for immediate termination.
- B. The Contractor shall comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Agreement:
1. All applicable Federal and State laws and regulations for the assurance of the individual rights of patients served by the program;
 2. Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1972, the Age Discrimination Act of 1975, Federal Executive Orders 11246 and 11375, Uniform Guidelines on Employee Selection and other Federal and State mandates, subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of race, color, religion, national origin, political affiliation, handicap, sex or age, be subjected to discrimination in the provision of any services;
 3. State Mental Health and Intellectual Disability Board regulations and policies, and Departmental procedures and instructions including:
 - a. Community Mental Health, Intellectual Disability, and Substance Abuse, Sections 37.1-194 through 202.1 of the Code;
 - b. The Comprehensive Conflict of Interests Act, Sections 2.1-599 through 634;
 - c. The Freedom of Information Act, Sections 2.1-340.1 through 346.1;
 - d. The Virginia Privacy Protection Act, Virginia Code Sections 2.1-377 through 386.
 - e. Federal Rules and Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records (Federal Register, June 9, 1987).
 - f. Disclosure of Patient Information to Third Party Payors by Professionals, Sections 37.1-255 through 233;
 - g. Substance Abuse Services, Sections 37.1-203 through 223; and,
 - h. VR 470-03-03. Rules and Regulations to Assure the Rights of Clients in Community Programs. Promulgated pursuant to Virginia Code Sections 37.1-10 and 37.1-84.1, which assures the rights of clients in community programs. Contractors must comply with the County's Human Rights Plan adopted pursuant to these regulations, or, with prior approval of the County may develop a plan consistent with Regulations 470-03-03.

4. All mandatory Department of Mental Health, Intellectual Disabilities and Substance Abuse Services certification standards and licensure requirements applicable to this program;
5. Applicable inspection, licensing and reporting requirements of the Virginia State Departments of Health, Social Services and Rehabilitation Services;
6. The Department requirement, promulgated in Section 109.10 of the Manual of the Rules and Regulations Governing State Aid to Community Mental Health and Intellectual Disability Programs, 1968, that services will not be denied solely because of the client's inability to pay for such services.
7. The County shall provide the Contractor with copies of all policies and regulations promulgated by the State and County which are relevant to programmatic or administrative aspects of the Contractor's operation.
8. Billings and invoices required by the Agreement and submitted by the Contractor to the County, shall not identify patients by name. Billings and invoices shall be presented in a format to be determined by the County which does not abridge a patient's rights of confidentiality and privacy. However, for internal audits the contractor will provide a list of clients seen per each work day of services rendered to include client name, client ID, service rendered, documentation completed.
9. The County shall notify the Contractor in writing of any changes in the approved level of State and County funding.
10. The County shall pay the Contractor the amount specified in the Agreement according to the terms in this Agreement, and conditioned upon the Contractor's performance of all services described in this Agreement to the satisfaction of the County.
11. The Contractor shall, in a timely fashion, make written evaluations, assessments, treatment planning and progress reports using appropriate County forms in compliance with the Virginia Department of Mental Health, Intellectual Disabilities and Substance Abuse Services licensure policy and procedures.
12. The Contractor shall be responsive to requests from other County departments for collaboration and consultation with regard to inmates in adherence with rules and regulations that govern HIPPA privacy laws.
13. All clinical records pertaining to services provided as a result of this contract are the property of the County.

14. The County shall evaluate and assess the Contractor's services and their effectiveness. The Contractor shall cooperate with and assist County' staff in such assessments. The County shall provide monthly feedback on performance measures and will conduct an annual evaluation targeted to key work expectations and incentive measures.
15. Unless specifically provided herein, the County shall have no authority to direct the operation of the Contractor in any way or to compel the Contractor to take any action or refrain from taking any clinically appropriate action, except as provided by law.
16. At no additional cost to the contractor, the County will pay for inclusion of contractor within its group Professional Liability insurance for physician employees, only for hours of service provided under this agreement.
17. Contractor will provide the County with 30 days' notice for any reduction in services or planned discontinuation of services.