

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 21-DHS-EP-404
AMENDMENT NUMBER 2**

This **Amendment Number 2** (“Amendment”) is made on 9/12/2022 and amends **Agreement Number 21-DHS-EP-404** dated **October 30, 2020** (“Main Agreement”) and made between Dr. Ana San Martin, MD (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

1. **CONTRACT RENEWAL:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from **October 1, 2022, to September 30, 2023, with two renewals remaining.**

2. **CONTRACT AMOUNT is hereby deleted in its entirety and replaced with:**

CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”).

The County will not compensate the Contractor for any services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

3. **CONTRACT DOCUMENTS:** The following Contract Documents are hereby **added**:

Exhibit F – COVID-19 Vaccination Policy for Contractors Certification Form (attached)

Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification (attached)

4. **FORCE MAJEURE is hereby deleted in its entirety and replaced with:**

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.

5. **INCORPORATION OF SEXUAL HARASSMENT POLICY is hereby added to the contract terms and conditions.**

51. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

6. **INCORPORATION OF SEXUAL HARASSMENT POLICY is hereby added to the contract terms and conditions.**

52. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits F and G). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

7. **EXHIBIT A-SCOPE OF WORK is hereby replaced in its entirety with the attached Revised Exhibit A-Scope of Work.**

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, MD

SIGNED: DocuSigned by:
Dr. Sharon Lewis
89B86B1AD301462...

PRINT NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 9/12/2022

SIGNED: DocuSigned by:
Ana San Martin
9E1B6C48BCF24D5...

PRINT NAME: Ana San Martin

TITLE: Psychiatrist

DATE: 9/9/2022

REVISED EXHIBIT A
SCOPE OF WORK

1. General Requirements

- A. Provide psychiatric services for Arlington County, Department of Human Services (DHS) clients under the direction of the Behavioral Health Division (BHD). Key job elements and performance standards are outlined below. Clients will be referred by the Arlington County Behavioral Health Division, Child and Family Services Division, and the Aging and Disabilities Division.
- B. Services include:
1. psychiatric evaluations.
 2. ongoing psychopharmacology assessments.
 3. psychiatric behavioral monitoring.
 4. written patient assessments.
 5. consultation/liason services to multidisciplinary DHS teams.
- C. Unless specifically provided herein, the County shall have no authority to direct the provision of psychiatric service by the Contractor or compel the Contractor to take any action or refrain from taking any clinically appropriate action, except as provided by law.
- D. Services must be provided in person or virtually as directed by the Behavioral Health Division Medical Director to meet business needs.
- E. The County will schedule all initial psychiatric appointments and assist with scheduling or rescheduling of all client appointments. The Contractor must follow the clinic schedule as provided by the County and receive clients at their scheduled appointment times to the extent possible. Scheduled times for client appointment categories:

Appointment Categories	Time scheduled in minutes
Initial appointment – BHD	60
Initial appointment – Child and Youth	90
Follow-up appointment – Adult	30
Follow-up appointment – Child and Youth	45
Transfer appointment – Adult and Child	45

Appointment times for initial appointments and follow-up appointments may be extended if a clinical crisis requires additional time. The Contractor should make that determination on a case-by-case basis and document the need for the extension. Clinically stable clients as determined after the scheduled appointments need to be scheduled 6-8 weeks out as clinically indicated. Clients on stimulants are be scheduled every 4 weeks as clinically indicated.

Clinically stable clients should be scheduled as clinically indicated between 6 to 12 weeks later depending on the degree of clinical stability. Clients on some stimulant medication may require monthly appts.”

If the client is stable on the current med regimen, described as doing well with no acute symptoms and evidencing med adherence and not on a RAMP, there should be justification as to why the

appointment is scheduled at 6 weeks or sooner as many clients who are stable can have adequate follow-up in the 7-to-11-week time period.

- F. The Contractor must comply with all Federal, state, and local statutes, regulations, standards, policies and procedures as required by licensure and by the contract. The County will provide the Contractor with copies of all County policies and procedures relevant to programmatic or administrative aspects of the Contractor's services upon contract start.

- G. The Contractor shall invoice the County on a bi-weekly basis on the 1st and 15th of each month. The invoice must include a timesheet for the time period invoiced. Invoice formats must be approved by the Project Officer. In addition, the Contractor must provide a separate list of clients seen per each workday during the billing period to include client initial client ID, services rendered, documentation completed.

- H. The County will pay the Contractor on a Unit of Service basis as described below:

Units of Service
<p>Initial Appointment</p> <p>Adult: 60 minutes</p> <p>Child and Adolescent: 90 minutes</p>
<p>Follow-up appointment face to face or virtual</p> <p>Adult: 30 minutes</p> <p>Child and Adolescent: 45 minutes</p>
<p>Transfer appointment</p> <p>Adult and child: 45 minutes</p>
<p>Administrative tasks – per hour (Includes documentation, mandatory County training, team consultation, attendance at team meetings, attendance psychiatry service bureau meetings and meetings with supervisor.</p>

Units of Service will be considered complete once the service has been provided and documented and visits resolved in the Electronic Health Record system. Evaluations, psychiatric follow-up visits, and staff consultations must be documented in the County’s Electronic Health Record System according to BHD requirements within 24 hours of providing the services. All documentation must meet standards set forth by the county and the medical director. Documentation must include but is not limited to Medication Consent for all new medication, medication change and dosage change, yearly AIMS assessment and base line AIMS before starting antipsychotic medication or at the first appointment if client is already started on anti-psychotic medication and every 6 months thereafter, documentation regarding metabolic monitoring every 6 months for clients on antipsychotics

The County will not pay for sick time, holidays, vacation, weather-related closure, cancellations, and no-shows. Additional hours, beyond the ones authorized, must be approved by the County Project Officer.

- I. Provide a minimum of 24 hours advance notification for unplanned absences when possible and 30 calendar days' notice for planned absences during scheduled workdays.
- J. All clinical records pertaining to services provided as a result of this contract are the property of the County.

At no additional cost to the Contractor, the County will pay for inclusion of the Contractor within its group Professional Liability insurance for physician employees, for authorized hours of service provided under this agreement.

2. Key Job Elements and Performance Standards:

Provide specialty medical services within the scope of psychiatric training and certification for clients referred by the Arlington County Department of Human Services (DHS). Services must be provided in person or virtually as determined by the County.

Comprehensive Psychiatric Services

- a) Provide evidence-based best practice psychiatric care.
- b) Provide assessments of referred clients; Contractor must provide due diligence by seeking out and reviewing prior medical records and collaborating with prior providers before making treatment recommendations. Assessments must result in diagnoses that lead to an individualized plan of treatment developed with the client and stakeholders approved by the client i.e., family, guardian, authorized representative, or others.
- c) Recommend treatment options that are reflective of best practice and provide the client with information about the choice of available treatment options. Obtain client informed consent for psychiatric medication on an annual basis.
- d) Identify medical needs and facilitate referrals to other specialists in medical and nonmedical specialties in support of the continuity of care model of best practice.
- e) Provide follow-up assessment and treatment as clinically appropriate.
- f) Document new assessments and progress notes with follow-up recommendations in the client's clinical record in the County's Electronic Health Record system including collaborative assessments between multiple medical providers.
- g) Provide laboratory ordering that is consistent with the scope of specialty practice.
- h) Make home visits as required.
- i) Provide routine consultation and collaboration with County staff for shared patients. Be available via telephone, email, and virtually via TEAMS.
- j) Serve as a member of assigned teams and actively participate in treatment team meetings.

- k) Accept new client referrals as determined by the County.

Administrative Duties

- a) Adhere to all State licensing, Federal regulations, Medicaid, specialty board, division, and department policies and procedures, and attend all subsequent required training.
- b) Work within the framework of County policies for providing psychiatric services. Enter client data into the County's Electronic Health Record system as detailed in the division policy C.26, Psychiatric Services Policies and Procedures for Operations. Policies will be provided upon the contract start. Electronic Health Record system training will be provided by the County.
- c) Adhere to all applicable documentation standards as delineated in division, department, regulatory, and licensing regulations and policies. Policies including documentation timelines will be provided upon contract start.
- d) Complete all required County training; a list of required training will be provided upon contract start.
- e) Participate in annual contract performance reviews with BHD Medical Director and designated staff.
- f) Assure the privacy of all clinical information accessed for client care.
- g) The Contractor shall not incur automobile traveling expenses for this work, whether owned, non-owned, or hired.

Credentialing

- a) Maintain credentialing for
 1. Active unrestricted medical license to practice in Virginia.
 2. Active Drug Enforcement Agency (DEA) license.
 3. Continued Medical Education (CME) requirements consistent with requirements to maintain licensure in Virginia.
- b) Make credentialing/licensing documents available to designated County staff on an annual basis and as requested.
- c) Notify the County's compliance officer and Project Officer immediately if a complaint is filed arising from the Contractor's private practices with any licensing board, whether in Virginia or elsewhere.
- d) Certify annually to the County that licenses remain in good standing with the applicable Virginia licensing board.
- e) Failure to maintain a license or significant disciplinary action by any Board of Medicine is grounds for immediate termination.
- f) Maintain an active Basic Life Support certification.

EXHIBIT B

CONTRACTOR'S PRICING

Contractor Price Quote

NAME: Dr. Ana San Martin, MD
 10241 Farnham Drive
 Bethesda, MD 20814
 703-598-9068

Date: 10/14/2020

Services	Rate \$
Psychiatric Evaluation Adult: 60 minutes	\$300.00
Follow-up psychiatric visit face to face or virtual Adult: 30 minutes	\$170.00
Transfer appointment Adult: 45 minutes	\$225.00
Administrative tasks – per hour (includes documentation, mandatory County training, team consultation, attendance at team meetings, attendance psychiatry service bureau meetings, and meetings with the supervisor.	\$100

Signature: 

Print Name: Ana San Martin

Units of Service will be considered complete once the service has been provided and documented and visits resolved in the County's Electronic Health Record system. Evaluations, psychiatric follow-up visits, and staff consultations must be documented in the County's Electronic Health Record System according to BHD requirements within 24 hours of providing the services.

The County will not pay for sick time, holidays, vacation, weather-related closure, cancellations, and no-shows. Additional hours, beyond the ones authorized, must be approved by the County Project Officer.

EXHIBIT F

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

I hereby certify that I Dr. Ana San Martin, MD working on Contract No. **21-DHS-EP-404** am fully vaccinated against COVID- 19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Date: 9/9/2022

Signature: 

DocuSigned by:

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Ana San Martin

Printed Name: Ana San Martin

Title: Psychiatrist

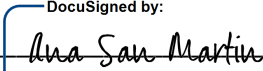
EXHIBIT G

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

- I hereby certify that I Dr. Ana San Martin, MD working on contract **21-DHS-EP-404** am fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Date: 9/9/2022

Signature:  _____

Printed Name and Title: Ana San Martin Psychiatrist

Company Name: Ana San Martin M.D.

Company Address: _____