

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA  
AND  
EMPIRE HOTEL EHARC, INC., dba EMPIRE RECOVERY CENTER**

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("County"), a political subdivision of the State of California, and Empire Hotel EHARC, Inc., a California corporation, dba Empire Recovery Center ("Contractor").

**R E C I T A L S**

WHEREAS, County and Contractor have previously entered into an agreement on July 15, 2014, effective July 1, 2014, for the provision of alcohol and/or substance abuse services including outpatient treatment, or other therapeutic interventions, education, and the Vivitrol® Project; and

WHEREAS, County and Contractor desire to amend the agreement to extend the term for one additional year while retaining the current maximum per year compensation, and update contract language pursuant to the County's agreement with the California Department of Health Care, Services Substance Use Disorder Services requirements for subcontractors.

NOW, THEREFORE, the agreement is amended as follows:

- I.** Subsection E. of Section 1, **RESPONSIBILITIES OF CONTRACTOR** of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:
1. Contractor and Contractor's employees and agents shall protect from unauthorized disclosure the names and other identifying information concerning Clients either receiving services pursuant to this agreement or concerning persons whose names or identifying information become available or are disclosed to Contractor, or Contractor's employees and agents, as a result of providing services performed under this agreement, except for statistical information not identifying any such persons.
  2. Contractor shall comply with all applicable state and federal statutes and regulations regarding confidentiality and security, including, but not limited to, the confidentiality and security of information requirements in the following:
    - 42 U.S.C. §290dd-2.
    - Title 42, C.F.R., Part 2.
    - Title 45, C.F.R., §96.132(e).
    - Section 14100.2 of the Welfare and Institutions Code.
    - Section 11845.5 of the Health and Safety Code.
    - Title 22, California Code of Regulations, Section 51009.
    - Sections 56 through 56.37 of the Civil Code (the Confidentiality of Medical Information Act.)
    - Sections 123100 through 123149.5 of the Health and Safety Code (Patient

Access to Medical Records.)

3. Contractor shall comply with the Standards for Privacy and Security of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191) as prescribed in the Code of Federal Regulations.
4. Any security incidents or breaches of unsecured Personal Health Information or Personal Information shall be reported to the County privacy officer at [hipaaprivacy@co.shasta.ca.us](mailto:hipaaprivacy@co.shasta.ca.us), (530) 225-5995.
5. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

**II.** Section 5, **TERM OF AGREEMENT**, of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

The initial term of this agreement shall commence July 1, 2014 and shall end June 30, 2015. The term of this agreement shall be automatically renewed for three additional one-year terms at the end of the initial term, under the same terms and conditions, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

**III.** Section 13, **COMPLIANCE WITH LAWS; NON-DISCRIMINATION**, of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
  - B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
  - C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
  - D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
  - E. Contractor and Contractor's officers, employees, and agents shall comply with the policies of County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
  - F. Contractor shall ensure compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. County may terminate this contract or take any of the other remedial actions authorized under (22 U.S.C. 7104(c)) without penalty, if the Contractor engages in, or uses labor recruiters, brokers, or other agents who engage in acts listed in (22 U.S.C. 7104(g)).
  - G. Contractor shall comply with the provisions of Title 42, CFR, Part 54 regarding Charitable Choice requirements.
- IV. Section 25, **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**, of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:
- No funds or compensation received by Contractor under this agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds.
- V. Section 26, **NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS**, of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:
- In accordance with section 11999 of the Health and Safety Code, Contractor shall not provide any material, curricula, teachings, or promotions of the responsible use, if unlawful, of drugs or alcohol in connection with any messages or information pertaining to Contractor's programs undertaken pursuant to this agreement. Contractor

shall include in any material, curricula, teachings, or promotions produced pursuant to this agreement and agrees to display a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with any of Contractor's programs undertaken pursuant to this agreement. Additionally, no aspect of a drug or alcohol-related program undertaken pursuant to this agreement shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

**VI. Section 28, PERSONNEL, of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:**

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the CCR for the type of services to be provided as set forth in Section 1.A of this agreement.
- B. Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a Department of Health Care Services licensed or certified program is required to be certified in Title 9, CCR, Division 4, Chapter 8. All of Contractor's personnel performing services under this agreement shall have the appropriate state licensing/certification required for their given profession.
- C. Contractor shall ensure that at least 30% of staff providing counseling services shall be licensed or certified by State-approved certifying bodies.
- D. No part of any federal funds provided under this agreement shall be used by Contractor to pay the salary of an individual in excess of the amount set by the federal National Institute of Health

**VII. REAFFIRMATION**

In all other respects, the agreement, as amended, and any attachments, remains in full force and effect.

**VIII. ENTIRE AGREEMENT**

The agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

**IX. EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of the date of last signing.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
David A. Kehoe , CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT APPROVAL

By: *[Signature]* 4/18/17  
Alan B. Cox  
Deputy County Counsel

By: *[Signature]* 04/18/17  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date: 4/25/2017

*[Signature]*  
David L. Dennis, President

Date: 4/25/2017

*[Signature]*  
Anne Happ, Secretary