

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND VOTC, INC., dba VISIONS OF THE CROSS FOR
THE PURPOSE OF PROVIDING DRUG MEDI-CAL PERINATAL SUBSTANCE
ABUSE RESIDENTIAL AND OUTPATIENT TREATMENT SERVICES**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and VOTC, Inc., a California corporation, dba Visions of the Cross (“Contractor”).

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on June 2, 2015, effective July 1, 2015, for the purpose of providing Drug Medi-Cal perinatal substance abuse residential and outpatient treatment services. For purposes of this agreement perinatal substance abuse residential and outpatient treatment services are services to pregnant and postpartum (60 days following end of pregnancy) women with a substance abuse diagnosis; and

WHEREAS, County and Contractor desire to amend the agreement to: (1) update contract language pursuant to the County’s agreement with the California Department of Health Care Services for Substance Use Disorder Services requirements for subcontractors; (2) increase maximum compensation payable for County Fiscal Year 2016-17 from \$150,000 to \$350,000; and (3) increase maximum compensation payable for County Fiscal Year 2017-18 from \$150,000 to \$350,000;

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:

E. Confidentiality and Security.

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, or (530) 225-5995.

II. **Section 3. COMPENSATION** of the agreement is amended as of the effective date of this First Amendment, in its entirety to read as follows:

Section 3. COMPENSATION.

- A. Contractor shall be compensated by County for Drug Medi-Cal covered Perinatal Outpatient Services at the rate of \$107.04 per Client, per individual counseling session and \$52.11 per Client for each Client in attendance at a group counseling session. Compensation shall be made in accordance with applicable provisions of CCR, Title 22, sections 51341.1, 51516.1, and 51490.1 and all other currently applicable policies and procedures.
- B. Contractor shall be compensated by County for Residential Services provided under this agreement at the rate of \$101.05 per bed day. Compensation shall be made in accordance with and all applicable provisions of state and federal regulations. Contractor shall be responsible to repay County the amount of any claim or portion of claim denied or disallowed by the State Department of Health Care Services (or successor state agency).
- C. All services provided under this agreement shall be authorized by County. Services provided by Contractor without advance authorization by County shall be the responsibility of Contractor and shall not be compensated for by County.
- D. Contractor shall be compensated by County a maximum of \$150,000 for County Fiscal Year 2015-16; \$350,000 for County Fiscal Year 2016-17; and \$350,000 for County Fiscal Year 2017-18. In no case whatsoever shall the maximum amount of compensation payable to Contractor by County under this agreement exceed \$850,000.

- E. In the event Contractor's Annual Cost Report and Financial Statement fails to justify and support the established rates of compensation prescribed in this agreement, Contractor understands and agrees that County reserves the right to negotiate a rate or rates with Contractor that reflect actual program costs. If it is determined by County that the cost reported by Contractor is less than the actual payments made by County, Contractor shall reimburse County for the overpayment.
- F. In the event services provided or claimed under this agreement are disallowed or denied through utilization review, state or county claims process, or state or county error correction procedures, the amount of any such disallowance or denied claim shall be reimbursed by Contractor through direct payment to County or adjustment of subsequent payments made under this agreement. Payment for covered Drug Medi-Cal services shall only be made pursuant to applicable provision of Title XIX of the Social Security Act; the Welfare & Institutions Code; California's Medicaid State Plan; and the CCR, Title 22, sections 51341.1, 51516.1, and 51490.1.
- G. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

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:

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- 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. Contractor shall ensure compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104(g) as amended by section 1702. County may terminate this contract or take any of the other remedial actions authorized under (22 USC 7104(c) without penalty,

if the Contractor engages in, or uses labor recruiters, brokers, or other agents who engage in acts listed in (22 USC 7104(g).

E. Contractors 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:

Section 25. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES.

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 using 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:

Section 26. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS.

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 29. PERSONNEL** of the agreement is amended as of the effective date of this First Amendment, in its entirety to read as follows:

Section 29. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations 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 DHCS licensed or certified program is required to be certified as defined 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.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal provider participation.

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 First Amendment shall be deemed effective as April 1, 2017.

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 First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

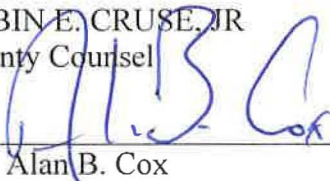
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

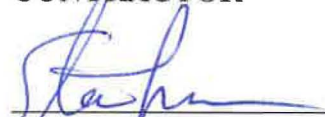
By:  5/2/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  05/03/17
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 05/03/17



STEVE LUCARELLI
Executive Director

Tax I.D.#: _____ On file _____