

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA
AND
VOTC, INC., dba VISIONS OF THE CROSS**

This Second 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 VOTC, INC., a California corporation, ("Contractor").

R E C I T A L S

WHEREAS, County and Contractor have previously entered into an agreement on July 22, 2014, effective July 1, 2014, for the provision of alcohol and/or substance abuse residential treatment services, and participation in the Vivitrol® Project; and

WHEREAS, the original Agreement was amended on May 9, 2017 to extend the term of the Agreement; and

WHEREAS, County and Contractor desire to amend the Agreement to increase maximum compensation for Clients referred by County's Health and Human Services Agency;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 3, **COMPENSATION** of the Agreement is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:

Section 3. COMPENSATION.

A. HHSA

For Residential Treatment Services for Clients referred by County's Health and Human Services Agency, Contractor shall be compensated by County for services provided under this Agreement at the rate of \$85.00 per bed day less all revenue, interest and return resulting from third party billing. Contractor is required to bill any and all public or private third party payer sources before billing the County for any net residual costs. Compensation shall be made in accordance with all applicable provisions of State and Federal regulations and shall not exceed a total of \$60,000 per County fiscal year for fiscal years 2014-15 and 2015-16, and shall not exceed a total of \$175,000 per County fiscal year for fiscal years 2016-17 and 2017-18. 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). For the purposes of this Agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following year.

B. Probation

For Residential Treatment Services provided to Clients referred by County's Probation Department, Contractor shall be compensated by County at the rate of \$85.00 per bed day less all revenue, interest and return resulting from third party billing. Contractor is required to bill any and all

public or private third party payer sources before billing the County for any net residual costs. Compensation for Clients served pursuant to referral by County's Probation Department shall be made in accordance with all applicable provisions of State and Federal regulations and shall not exceed a total of \$150,000 per County fiscal year.

- C. In no case whatsoever shall the maximum amount of compensation payable to Contractor by County under this agreement exceed \$210,000 per County fiscal year for fiscal years 2014-15 and 2015-16, and shall not exceed a total of \$325,000 per County fiscal year for fiscal years 2016-17 and 2017-18 during the entire term of this agreement.
- D. 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.
- E. 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.
- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II. REAFFIRMATION

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

III. ENTIRE AGREEMENT

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

IV. EFFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective as of February 1, 2017.

IN WITNESS WHEREOF, the Parties hereto have executed this Second 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


 7/21/17
By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 07/21/17
By: James Johnson
Risk Management Analyst

Date: 8-1-17

CONTRACTOR



STEVE LUCARELLI
Executive Director