

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

This Third 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").

**RECITALS**

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 and effective May 9, 2017 to extend the term of the Agreement ("First Amendment"); and

WHEREAS, the original Agreement was amended on August 22, 2017, effective February 1, 2017, to increase maximum compensation ("Second Amendment"); and

WHEREAS, County and Contractor desire to amend the Agreement to (1) increase maximum compensation for Clients referred by County's Health and Human Services Agency; (2) to extend the term of the Agreement for one additional year; and (3) update contract language pursuant to the subcontractor requirements in the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services and Substance Abuse Prevention and Treatment Block Grant.

NOW, THEREFORE, the Agreement is amended as follows:

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

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, 2017-18, and 2018-19. 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.

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, 2017-18, and 2018-19.

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

The term of this agreement shall commence July 1, 2014 and shall end June 30, 2019. 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 28, **PERSONNEL** of the Agreement is amended as of the Effective Date of this Third Amendment, in its entirety, to read as follow:

- 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. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- E. 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.

IV. Section 33, **DEBARMENT AND SUSPENSION**, of the Agreement is added as of the Effective Date of this Third Amendment, as follows:

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

V. Section 34, **INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY**, of the Agreement is added as of the Effective Date of this Third Amendment, as follows:

- A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
  - 1. Materials explaining services available to the public
  - 2. Language assistance
  - 3. Language interpreter and translation services
  - 4. Video remote language interpreting services

VI. **REAFFIRMATION**

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

VII. **ENTIRE AGREEMENT**

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

VIII. **EFFECTIVE DATE**

Unless otherwise provided, this Third Amendment shall be deemed effective as of July 1, 2018.

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

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
LES BAUGH, 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: Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

  
By: James Johnson  
Risk Management Analyst

Date: 4-10-18

**CONTRACTOR**

  
STEVE LUCARELLI  
Executive Director