

**SECOND 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 Second 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, the original agreement was amended on May 16, 2017, effective April 1, 2017, to update contract language and increase the maximum amount payable; and

WHEREAS, County and Contractor desire to amend the agreement to extend the term of the agreement for one additional year, increase the maximum amount payable, and 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. Subsection D of **Section 1. RESPONSIBILITIES OF CONTRACTOR** of the agreement is amended as of the effective date of this Second Amendment, in its entirety to read as follows:

**D. Record Keeping/Reporting**

1. Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which compensation, pursuant to this agreement, is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. County, federal, and state officials shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment of compensation to Contractor

under this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.

2. Each calendar quarter, Contractor shall submit to County, a written quarterly report ("Quarterly Report") that includes the status of the performance goals and outcome measures as developed pursuant to section 1.C of this agreement, the number of Clients served, the number of treatment days provided, any program changes that have taken place during the quarter, and any other information relating to the services provided under this agreement as may be required by County. Each Quarterly Report shall also include a written analysis by Contractor outlining any problems, pertinent facts, or interim findings that may materially affect Contractor's ability to satisfactorily fulfill the terms of this agreement. Each Quarterly Report must be received by County within 30 days of the end of each calendar quarter. For purposes of this agreement, each calendar quarter shall be deemed to end on September 30, December 31, March 31, and June 30 during the term of this agreement. Quarterly Reports shall be submitted to the County's Alcohol and Drug Program Administrator or his or her designee.
3. Each month during the term of this agreement, Contractor shall deliver a copy of Contractor's State of California, Department of Health Care Services Drug and Alcohol Treatment Access Report ("DATAR") and Provider Waiting List Record ("WLR") report to County's Alcohol and Drug Program Administrator or HHSA Branch Director.
4. Contractor shall transmit, via facsimile transmission ("fax"), a copy of all California Outcomes Measurement System ("CalOMS") forms to County's Alcohol and Drug Program Administrator or HHSA Branch Director on a daily basis. If no new Client registrations occurred, Contractor shall so advise County's Alcohol and Drug Program Administrator or HHSA Branch Director.
5. For Residential Services, Contractor shall provide Residential Services only after having received a referral/authorization of the Client by County.
6. The Contractor will assess Clients requesting residential treatment for substance abuse using the American Society of Addictive Medicine ("ASAM") and submit to the County with the completed level of care form based on ASAM criteria. The Contractor will not be paid for clients who have not been authorized.
7. Contractor understands and agrees that County has the right, in its sole discretion, to withhold compensation to Contractor under this agreement until Contractor has delivered any data, forms, and/or reports as required under this agreement.

8. For Residential Services, Contractor shall provide to County a monthly report by the 15<sup>th</sup> day of each month and upon completion of treatment for each Client served under this agreement, in a format approved by County.
9. For Outpatient Services, a monthly status report is required for all CalWORKs participants, in format as approved by County.

Section 2. **RESPONSIBILITY OF COUNTY** of the agreement is amended as of the effective date of this Second Amendment, in its entirety to read as follows:

- A. County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement.
- B. For Residential Services, for Clients that are pregnant or postpartum, the County's Perinatal Treatment Services program shall screen/refer/authorize Clients to Contractor's program prior to program enrollment.
- C. County shall monitor and evaluate Contractor's performance throughout the term of this agreement, including but not limited to, review of Client charts and site visits for compliance with Drug Medi-Cal regulations. Site visits will occur no less than once per fiscal year.
- D. County will seek capacity to allow Contractor use of the Cerner system to complete EHR data entry and claiming as lawfully possible.
- E. County shall establish and track outcome measures and inform Contractor of Contractor's performance related to those outcome measures and will work cooperatively with Contractor to improve outcome measures of Contractor. County shall provide a maximum of 40 hours of technical assistance to Contractor to support Contractor in data collection, tracking, and reporting of outcome goals.

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

- 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 per County Fiscal Year for fiscal years 2016-17 and 2017-18; and \$150,000 for County Fiscal Year 2018-19. In no case whatsoever shall the maximum amount of compensation payable to Contractor by County under this agreement exceed \$1,000,000.
- 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.

**II. Section 5. TERM OF AGREEMENT** of the agreement is amended as of the effective date on this Second Amendment, in its entirety to read as follow:

The term of this agreement shall commence July 1, 2015 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 29. PERSONNEL** of the agreement is amended as of the effective date of this Second Amendment, in its entirety to read as follows:

- 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.
- F. 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.

**IV. Section 34, DEBARMENT AND SUSPENSION**, of the agreement is added as of the Effective Date of this Second 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 35, **INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY**, of the agreement is added as of the Effective Date of this Second 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 Second Amendment shall be deemed effective as July 1, 2018.

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: \_\_\_\_\_

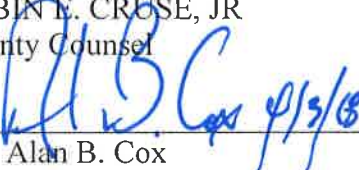
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:


LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By:  4/3/18  
Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  04/04/18  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date: 4-10-18

  
STEVE LUCARELLI  
Executive Director

Tax I.D.#: \_\_\_\_\_ On file