

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

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 Empire Hotel EHARC, Inc., a California corporation, dba Empire Recovery Center ("Contractor").

**RECITALS**

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, the original Agreement was amended on May 9, 2017 effective May 9, 2017, to extend the term of the Agreement, and update contract language.

WHEREAS, County and Contractor desire to amend the Agreement to extend the term of the Agreement for one additional year 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. Section 5, **TERM OF AGREEMENT**, of the Agreement is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:

The initial 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.

- II. Section 28, **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 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

**III. 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.

**IV. 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

**V. REAFFIRMATION**

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

**VI. ENTIRE AGREEMENT**

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

**VII. EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective July 1, 2018.

***SIGNATURE PAGE FOLLOWS***

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: ABC 4/9/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: 04/05/18  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date: April 24, 2018

James A. Montgomery  
James Montgomery, President

Date: 24 April, 2018

Anne Happ  
Anne Happ, Secretary