

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 28719 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **Central Valley Recovery Services, Inc.** ("CONTRACTOR") as of July 1, 2018, with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement on **July 1, 2018**, for the purpose of providing substance abuse treatment, residential treatment, transitional living, and intensive outpatient services;

B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to add the HIPAA Requirements Exhibit, which was inadvertently left out of the original Agreement, and to replace and supersede the Reporting Standards and Monitoring and Audit Exhibits with revised Exhibits to clarify reporting standards and services to be provided .

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Exhibit E entitled "Reporting Standards" is hereby replaced and superseded by the attached Exhibit F entitled "Reporting Standards".

2. Exhibit F entitled "Monitoring and Audit" is hereby replaced and superseded by the attached Exhibit G entitled "Monitoring and Audit".

3. Exhibit E, entitled "HIPAA Requirements", is hereby incorporated by this reference and made a part of this Agreement.

4. Section 6. ADDITIONAL EXHIBITS of the Agreement is hereby revised to read as follows:
ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
<input checked="" type="checkbox"/>	Exhibit E	HIPAA Requirements: See Attached
<input checked="" type="checkbox"/>	Exhibit F	Reporting Standards: See Attached.
<input checked="" type="checkbox"/>	Exhibit G	Monitoring and Audit: See Attached.

5. This First Amendment becomes effective as of **July 1, 2018**

6. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Central Valley Recovery Services, Inc.

Date 7.20.18

By [Signature]
Print Name HAROLD F. WYATT
Title VICE CHAIR

Date 7.20.18

By [Signature]
Print Name Lisa Harrold
Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By [Signature] 8/1/18
Deputy

Matter # 20181123

FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719

EXHIBIT E

HIPAA REQUIREMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. *Business Associate*. "Business Associate" shall mean CONTRACTOR.
 2. *Covered Entity*. "Covered Entity" shall mean COUNTY.
 3. *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 4. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 5. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 6. *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 7. *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
 4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an individual in order to meet the requirements under 45 CFR 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR's and/or COUNTY's compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to COUNTY or an Individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528.
10. At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all Protected Health Information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

- C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.
- D. Specific Use and Disclosure
1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
 2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required by Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and use or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
 3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B).
 4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1).
- E. Obligations of COUNTY
1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information.
 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information.
- F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY.
- G. Miscellaneous
1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 2. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
 3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
 4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.
 5. COUNTY may terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Agreement.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

EXHIBIT F

REPORTING STANDARDS

- A. CONTRACTOR will enter information as outlined below, into the case management system as identified by the Tulare County Probation Department no later than two (2) business days after the event occurs for all clients served. Until a system is identified, the CONTRACTOR will notify the COUNTY via email.
- a. CONTRACTOR will enter into the system the type, date, location, and duration of service provided to each client
 - b. CONTRACTOR will enter into the system the admission date of each client
 - c. CONTRACTOR will enter into the system the discharge date and reason for the discharge of each client
 - d. CONTRACTOR will correct any identified errors in the system

Tulare County Probation Department
100 E. Center Street
Visalia, CA 93291
ATTN: Amy Story, Staff Services Analyst
astory@co.tulare.ca.us

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28719**

EXHIBIT G

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year.
 - Performed in accordance with Government Auditing Standards – shall be performed by the County or an independent audit and be organization-wide.
 - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
 - Substance Abuse Treatment
 - Non-medical Detox Treatment
 - Cognitive Behavioral Therapy
 - Life Skills Education & Training
 - Parenting Education & Training
 - Urine Analysis Drug Testing
 - Breathalyzer Testing
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount, amount resolved, variances, whether an audit was relied upon or the CONTRACTOR performed and independent expense verification review of the CONTRACTOR in making the determination, whether audit findings were issued, and if applicable, date of management letter.
 2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
 3. Audits may be conducted by the County, an independent, third party, including either a private professional, or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years from the date of final payment under this Agreement and shall make such records available and subject to inspection by the COUNTY upon request. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.