

**AGREEMENT FOR SERVICES #7626**  
**AMENDMENT I**

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**This First Amendment** to that Agreement for Services #7626, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and RJ Counseling, LLC, a California Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 870 Emerald Bay Road, Suite 104-4, South Lake Tahoe, California 96150; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide medical laboratory services for the provision of selected substance use testing by qualified personnel on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA), pursuant to Agreement for Services #7626, dated July 18, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to include updated authorizations for service, hereby amending **ARTICLE I, Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the billing rates amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**, marked "Amended Rates" incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend the Agreement to update **ARTICLE VI, Federal Funding Notification, ARTICLE XXI, Notice to Parties, ARTICLE XXIII, Indemnity, and ARTICLE XXXII, Contract Administrator**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **ARTICLE XL, Additional Terms and Conditions**; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #7626.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7626 on the following terms and conditions:

**1) ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:**

Contractor shall provide personnel, necessary supplies and services necessary to provide single or multiple units or sessions of batterers' treatment and/or substance use treatment assessment and related services (Service) as well as sample collection and laboratory testing services to

detect substance use on an as requested basis to clients (Client) referred by County's Health and Human Services Agency (HHSA).

A. Professional Requirements: Contractor shall maintain documentation of the following authorizations and shall be provided to HHSA upon request:

1. For provision of the Fifty-Two (52)-Week Batterers' Treatment Program (set of 52 domestic violence classes), Contractor shall maintain an active El Dorado County Probation Department certification to provide the Batterers' Treatment Program.
2. For provision of Client sample collection and laboratory testing services to detect substance use, Contractor shall maintain an active Department of Transportation (DOT) certification and shall adhere to DOT standards, rules, and regulations, in accordance with 49 Code of Federal Regulations (CRF) Part 401 for all sample collection and testing performed.
3. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
  - a. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor's employee's license.
  - b. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.

B. Services: Attendance at Court Appearances, Child and Family Team (CFT) meetings, Multidisciplinary Team (MDT) meetings, and treatment program sessions shall be in-person or by teleconference. Contractor shall provide services including but not limited to the following:

1. Related Case Management
  - a. Court Appearance: As arranged by and upon notification from the Court, or as the Court directs County, or upon subpoena, Contractor shall attend Client-related Court Appearances. Contractor shall be paid for these appearance at the negotiated rate for prorated time actually spent attending the court appearance/meeting(s). If court appearance is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for two (2) hours of time. If appearance is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the appearance.
  - b. Child and Family Team (CFT) and Multidisciplinary Team (MDT) Meeting: Upon request by County, Contractor shall attend CFT and/or MDT meetings. The definition of CFT and MDT meetings as it applies to this Agreement excludes any community-based teams or organizations in which County considers Contractor, Contractor's staff, or assignees to be regular standing members. Contractor shall be paid for these appearances at the negotiated rate for prorated time actually spent

attending the CFT and/or MDT meeting(s). If CFT and/or MDT meeting is cancelled with less than twenty-four (24) hours' notice, Contractor may invoice for two (2) hours of time. If meeting is cancelled with twenty-four (24) or more hours' notice, Contractor may not invoice for the appearance. CFT services shall be in accordance with Welfare and Institutions Code 16501(a)(4).

2. Treatment Programs:

- a. Fifty-two (52) Week Batterers' Treatment Program: This treatment program delivers a minimum of two (2) treatment hours per week. This Group sessions conducted include using cognitive behavioral therapy techniques promoting personal awareness, learner accountability, reshaping behaviors, language, values and beliefs associated with domestic violence, respect for others, empathy enhancement, demonstration of change through guided practice and understanding the differences between abusive and equitable relationships. Client will need to attend one (1) weekly group session at two (2) hours per session. Upon request by County, Contractor shall provide HHSA staff with a written monthly client progress report.
- b. Level 1 – Twelve (12) Week – Substance Treatment Program: This level of care delivers a minimum of one and a half (1.5) treatment hours per week. Group sessions conducted include alcohol and drug abuse education and relapse triggers and relapse prevention/feelings. Client will need to attend one (1) intake process session, one (1) weekly group session at one and a half (1.5) hours per session, two (2) monthly individual sessions at one (1) hour per session, and one (1) discharge plan session at one (1) hour per session. Upon request by County, Contractor shall provide HHSA staff with a written monthly client progress report.
- c. Level 2 – Twelve (12) Week – Substance Treatment Program: This level of care delivers a minimum of five (5) treatment hours per week. Group sessions conducted include cogitative behavior intervention for substance abuse and relapse prevention/feelings. Client will need to attend one (1) intake process session at two (2) hours per session, two (2) weekly group sessions at two (2) hours per session, one (1) weekly individual session at one (1) hour per session, and one (1) discharge plan session at one (1) hour per session. Upon request by County, Contractor shall provide HHSA staff with a written monthly client progress report.
- d. Level 3 – Three (3) to Six (6) Month – Substance Treatment Program: This level of care delivers a minimum of nine (9) treatment hours per week. Group sessions conducted include cogitative behavior intervention for substance abuse, family strategies/choices and relapse prevention/feelings. Client will need to attend one (1) intake process session at two (2) hours per session, three (3) weekly group sessions at three (3) hours per session, one (1) monthly individual session at one (1) hour per session, and one (1) discharge plan session at one (1) hour per session. Upon request by County, Contractor shall provide HHSA staff with a written monthly client progress report.
- e. Aftercare Substance Treatment: This treatment is to be based on the need of the Client and the status of their recovery. Client can attend one (1) hour group sessions or one (1) hour individual sessions on an as needed basis.
- f. Alcohol and Other Drug (AOD) Treatment Assessment: This treatment is to be based on the needs of the Client. Client can attend one (1) AOD assessment at two

(2) hours per assessment. During the course of treatment, if it is determined the Client needs more or less treatment, a request will be made by Contractor to adjust the client's treatment with written authorization. This approval will be provided in writing by the assigned HHSA Social Worker and placed in the Client file.

3. Treatment Program – Session Types:

- a. Intake Assessment Session: Upon request by County, Contractor shall provide an intake assessment session up to two (2) hours per Client. This assessment shall include an in-person or virtual meeting/assessment with Client. For the purposes of this Agreement, "virtual meeting" means a meeting, the members of which are in different locations, connected by electronic means, through either audio or video, or both. As part of the assessment, Contractor shall review court reports or police reports, which will be provided to the Contractor by County CWS.
- b. Individual Session: Upon request by County, Contractor shall provide the requested individual session(s). Said session(s) shall be conducted in a confidential setting. Attendance shall be in-person or by virtual meeting. County shall only pay Contractor when County specifically requests Contractor's attendance, either in-person or by virtual meeting.
- c. Group Treatment Session: Upon request by County, Contractor shall provide the requested group treatment session(s). Said session(s) shall be conducted in a confidential setting where all group members understand and respect the expectation of maintaining strict confidentiality. Further, said confidential setting shall restrict access to individuals not participating in group treatment.
- d. Discharge Session: Upon request by County, Contractor shall provide discharge session up to one (1) hour per individual that will be conducted in person or by virtual meeting with the client. Discharge sessions are available for the Level 1 – Twelve (12) Week Substance Treatment Program, Level 2 – Twelve (12) Week Substance Treatment Program, and the Level 3 – Three (3) to Six (6) Month Substance Treatment Program.

4. Substance Use – Sample Collection and Laboratory Testing Services:

- a. Substance Use Testing:
  - i. Contractor shall collect urine, saliva or hair specimens for screening. Screening refers to a preliminary test that yields a qualitative "Positive or Negative" result. Screening can be conducted with a rapid test or using laboratory instrumentation. Both rapid tests and lab screens use immunoassay technology. Urine and saliva testing will provide immediate results; Contractor will screen and verify results in office. If the urine or saliva test result is positive for any tested substance (Amphetamine, Methamphetamine, Barbiturates, Benzodiazepine, Cocaine, Methadone, Opiates, Oxycodone, Buprenorphine, THC, MDMA, and EtG), Contractor will send specimen to a qualified outside laboratory for confirmation of the test results.
  - ii. Confirmation testing utilizes high complexity instrumentation that yields a definite and specific result. Hair test samples will be sent directly to a qualified outside laboratory for testing to detect substance use. Contractor will set schedule and provide call-in line for authorized clients to participate



in randomized testing according to the court order, or department's recommendation regarding type and/or frequency of testing. Any minor client referred by County for service will only be referred for hair testing. All minor clients referred by County will always be accompanied by CWS staff or their parent/guardian for testing purposes.

- iii. Contractor's primary location for provision of services is at the following address:

<p style="text-align: center;">RJ COUNSELING 870 Emerald Bay Road, Suite 104-4 South Lake Tahoe, CA 96150</p>
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- iv. For diagnostic services which cannot be performed by Contractor, Contractor shall perform the collection of samples and outsource testing to a qualified laboratory which can provide qualified staff to perform the requested diagnostic services.
- v. Test results shall be received from the lab within approximately five (5) days. HHSA shall receive written confirmation of all positive and negative results.
- vi. All positive test results shall be sent to an outside lab for confirmation at the negotiated rate outlined in Article III titled "Compensation for Services".

Services shall only be provided following verbal or email authorization from HHSA staff to Contractor. Any verbal or email authorization to perform services under this Agreement must be confirmed to Contractor by signed HHSA Authorization prior to payment in accordance with subsection D of this Article I, HHSA Authorizations for Services(s), set forth below. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day. See Article III titled "Compensation for Services" for service rates.

Contractor shall contact HHSA staff, at no charge to County, to inform them of Client appointment no-shows, cancellations, or any other urgent concerns directly affecting Client or Client's treatment plan.

Contractor shall not transport Clients in the course of providing services under this Agreement.

C. Reports and Results: Contractor shall provide written reports/results, including but not limited to the following:

- 1. Court Documents: Upon request by County, and within the time limit specified by County, Contractor shall provide HHSA staff with comprehensive written reports for County's use in court. This request would be distinct from the original written assessment. Contractor shall be compensated for the court report(s) at the negotiated rate outlined in Article III titled "Compensation for Services" with a maximum limit of a two (2) session rate charged per report.

2. Client Initial Visit/Intake Assessment Report: Within thirty (30) calendar days of Client's initial visit/intake assessment, Contractor shall provide HHSA staff with a written initial visit/intake assessment report that shall detail Contractor's professional evaluation of Client, including but not limited to the prognosis and estimated length of treatment, goals, and treatment recommendations. See "Client Initial Visit Report" incorporated herein and made by reference a part hereof and available as a fillable form via the website: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Contractor shall be compensated for the report at the negotiated rate outlined in Article III titled "Compensation for Services" with a maximum limit of one (1) session rate charged per report. Client Initial Visit Reports do not apply to clients referred for substance use testing. The thirty (30)-day timeframe can be extended by HHSA staff, if necessary.
3. Monthly Client Progress Report: Upon request by County, and within thirty (30) calendar days of the request, Contractor shall provide HHSA staff with a written monthly progress report that shall detail Contractor's professional evaluation of Client, including but not limited to the prognosis and estimated length of treatment, goals and progress toward goals, and summary of progress. See "Client Progress Report" incorporated herein and made by reference a part hereof and available as a fillable form via the website: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Contractor shall be compensated for the report at the negotiated rate outlined in Article III titled "Compensation for Services" with a maximum limit of one (1) session rate charged per report. Monthly Client Progress Reports do not apply to clients referred for substance use testing. The thirty (30)-day timeframe can be extended by HHSA staff, if necessary.
4. Lab Results: Upon request by County, and within approximately three (3) business days of Contractor's receipt of lab results, Contractor shall submit the written analysis of test findings as directed below.

The above written reports are a required deliverable of this Agreement and Contractor's failure to provide them to HHSA within the specified time limits described above shall be considered a breach of this Agreement. County shall not be obligated to pay for the services provided to Client until the requested written reports have been submitted. At its sole option, County may delay payment until the reports are received. In addition, County may proceed as set forth herein the Article titled, "Default, Termination, and Cancellation."

It is a further requirement of this Agreement that all written reports submitted to HHSA shall contain the report writer's electronic or original signature. It is recommended, but not required, that all original signatures be made using blue ink. Electronic signatures shall have the same force and effect as manual signatures. This signature shall act as a declaration that the contents of the written report(s) are accurate.

Reports and/or lab results shall be sent as follows, or as otherwise directed in writing by County:

<p><i>Email (preferred method)</i></p> <p><a href="mailto:cps.clerical@edcgov.us">cps.clerical@edcgov.us</a></p> <p>Please include in the subject line: Contract #, Service Month, Description/Program</p>
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D. HHSA Authorization for Service(s):

1. Prior to payment for any service(s) detailed under Article I titled “Scope of Services”, or Article III titled “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff.
2. A member of HHSA Executive Management Team (HHSA Executive Management) reserves the right to review and approve for reimbursement, on a case-by-case basis, substance use testing service(s) not explicitly addressed under Article I titled “Scope of Services”, or Article III titled “Compensation for Services.” Prior to providing any Client service(s) NOT detailed under Article I titled “Scope of Services”, or Article III titled “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by HHSA staff and HHSA Executive Management.
3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, "no shows," cancellations, or telephone calls made for the purpose of scheduling and coordinating services. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization unless HHSA Executive Management otherwise approves payment for services outside of said service dates. A copy of the Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in Article III titled "Compensation for Services." Failure to submit a copy of the HHSA Authorization with Contractor's invoice may result in payment being withheld until said Authorization is submitted.

2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:**

- A. Rates:** For the period beginning July 18, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the Exhibit A marked “Rates” incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Rates, set forth in the Amended Exhibit A marked “Amended Rates” incorporated herein and made by reference a part hereof.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I titled “Scope of Services”. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of invoice(s) identifying services rendered.

Travel expenses, including but not limited to travel time, meals, lodging and mileage shall not be paid by County.

**B. Rate Changes:** Rates may be updated annually upon written approval from County’s Contract Administrator. Notice of rate changes shall be submitted, in writing, by Contractor to the address noted in Article titled, “Notice to Parties.” Said notice shall be provided at least thirty (30) days in advance of rate change. Upon HHSA’s written confirmation to Contractor of acceptance of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

**C. Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx) and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method)</i>	<i>U.S. Mail</i>
<a href="mailto:SSCWSinvoice@edcgov.us">SSCWSinvoice@edcgov.us</a> Please include in the subject line: “Contract #, Services Month, Description/Program”	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

**Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in the article titled “Default, Termination, and Cancellation,” herein.

- 3) **ARTICLE VI, Federal Funding Notification**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE VI**

**Federal Funding Notification:** An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Contractor agrees to comply with Federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

- A. **System for Award Management:** Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at <https://sam.gov/content/home>. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”
- B. **Catalog of Federal Domestic Assistance:** Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Information			
Contractor:	RJ Counseling		UEI #: NSFFDMLKDX1
Award Term:	7/23/2023 – 7/31/2026		EIN #: 84-2282665
Total Federal Funds Obligated: Up to \$99,000			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.558	2101CATANF 2201CATANF	10/01/20, 01/05/21, 04/01/21, 07/02/21,	Temporary Assistance for Needy Families (TANF)

Federal Funding Information			
		10/27/21, 01/03/22, 04/05/22	
93.645	2101CACWSS 2001CACWSS	03/25/21, 03/29/21, 05/28/20	Stephanie Tubbs Jones Child Welfare Services Program
93.658	2101CAFOST	09/30/20, 11/20/20, 12/28/20, 03/31/21, 04/09/21, 06/30/21	Foster Care – Title IV-E
<b>Project Description:</b>	Substance testing services for referred clients of The County of El Dorado, Health and Human Services Agency.		
<b>Awarding Agency:</b>	State of California – Health and Human Services Agency, Department of Social Services.		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Award is for Research and development.		

4) **ARTICLE XXI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

#### ARTICLE XXI

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
Email: [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent  
Email: [procon@edcgov.us](mailto:procon@edcgov.us)



Notices to Contractor shall be addressed as follows:

RJ COUNSELING, LLC  
870 Emerald Bay Road, Suite 104-4  
South Lake Tahoe, CA 96150  
ATTN: Richard Barna  
[rbarna@rjcounseling.com](mailto:rbarna@rjcounseling.com)

or to such other location or email as the Contractor directs.

**5) ARTICLE XXIII, Indemnity,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

**6) ARTICLE XXXII, Contract Administrator,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXXII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jennifer Pera, Program Manager, Social Services Program, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and

email for this designee via notification in accordance with the Article titled “Notice to Parties” herein.

7) **ARTICLE XL, Additional Terms and Conditions**, is hereby added to read as follows:

**ARTICLE XL**

**Additional Terms and Conditions:**

- A. **Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the CFR Title 45, parts 160-164, and the Confidentiality of Medical Information Act, California Civil Code Sections 56 et seq. regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

1. Permitted Uses and Disclosures of PII by Contractor.
  - a. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
  - b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
    - 1) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
    - 2) Take all reasonable steps to destroy, or arrange for the destruction of a Client’s records within its custody or control containing



personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

2. Responsibilities of Contractor.

a. Contractor agrees to safeguards:

- 1) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - i. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - ii. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- 2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - i. Network based firewall or personal firewall; and
  - ii. Continuously updated anti-virus software; and
  - iii. Patch-management process including installation of all operating system/software vendor security patches.
- 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the

discovery of the breach.

- C. **Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- D. **Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- E. **Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 75.213 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
  2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the

offenses enumerated in the above Paragraph 2.

4. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall not knowingly enter into any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 75.213.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state governments, County may immediately terminate this Agreement for cause or default.

- F. **Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 75 and in the "Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 75, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of Sections Affected issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- G. **Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."
- H. **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- I. **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- J. **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.
- K. **Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the WIC of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in

this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees, or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer, or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

- L. **Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.


Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

- M. **Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

- N. **Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

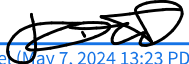
Except as herein amended, all other parts and sections of that Agreement #7626 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Jennifer Pera  
Program Manager, Social Services  
Health and Human Services Agency

Dated: 05/07/2024

**Requesting Department Head Concurrence:**

By:   
Signed on behalf of  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 05/07/2024

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7626 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Laura Schwartz  
Laura Schwartz (May 10, 2024 10:55 PDT)  
Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 05/10/2024

*mw*

-- RJ COUNSELING, LLC --

By: Richard Barna  
Richard Barna (May 7, 2024 17:28 PDT)  
Richard Barna  
Chief Executive Officer  
"Contractor"

Dated: 05/07/2024



**RJ Counseling, LLC  
Amended Exhibit A  
Amended Rates**

<b>RELATED CASE MANAGEMENT &amp; REPORTS</b>	<b>SERVICE BILLING RATE</b>
<b>Court Appearance</b> <ul style="list-style-type: none"> <li>- Prorated for time actually spent at the pertinent court meeting/appearance (if meeting/appearance is cancelled with less than twenty-four (24) hours' notice, may bill for two hours of time)</li> </ul>	\$70.00 per one (1) hour [May be billed at a prorated rate in 15-minute increments]
<b>Child and Family Team (CFT) and Multidisciplinary Team (MDT) Meeting</b> <ul style="list-style-type: none"> <li>- Prorated for time actually spent at the pertinent court meeting/appearance (if meeting is cancelled with less than twenty-four (24) hours' notice, may bill for two hours of time)</li> </ul>	\$70.00 per one (1) hour [May be billed at a prorated rate in 15-minute increments]
<b>Court Document</b> <ul style="list-style-type: none"> <li>- Up to two (2) hour maximum per Court Document/Report</li> </ul>	\$70.00 per one (1) hour [May be billed at a prorated rate in 15-minute increments]
<b>Client Initial Visit/Intake Assessment Report</b> <ul style="list-style-type: none"> <li>- Up to one (1) hour maximum per Client Initial Visit/Intake Assessment Report</li> </ul>	\$70.00 per one (1) hour [May be billed at a prorated rate in 15-minute increments]
<b>Monthly Client Progress Report</b> <ul style="list-style-type: none"> <li>- No charge per Monthly Client Progress Report</li> </ul>	No charge
<b>Lab Results</b> <ul style="list-style-type: none"> <li>- See "Substance Use Tests" and associated "Testing – Maximum Billing Rate" section below.</li> </ul>	See "Substance Use Tests" and associated "Testing – Maximum Billing Rate" section below.

<b>52-WEEK – BATTERERS' TREATMENT PROGRAM</b>	<b>SERVICE BILLING RATE</b>
<b>Intake Assessment Session</b> <ul style="list-style-type: none"> <li>- Up to two (2) hour maximum per one (1) session</li> </ul>	\$170.00 per one (1) session
<b>Individual Session</b> <ul style="list-style-type: none"> <li>- One (1) weekly session</li> </ul>	\$70.00 per one (1) session
<b>Group Treatment Session</b> <ul style="list-style-type: none"> <li>- Two (2) hour weekly sessions</li> </ul>	\$60.00 per one (1) session

<b>LEVEL 1 – 12-WEEK SUBSTANCE USE TREATMENT PROGRAM</b>	<b>SERVICE BILLING RATE</b>
<b>Intake Assessment Session</b> <ul style="list-style-type: none"> <li>- Two (2) hours per one (1) session</li> </ul>	\$170.00 per one (1) session
<b>Group Treatment Session</b> <ul style="list-style-type: none"> <li>- One (1) session per week</li> <li>- One and a half (1.5) hours per one (1) session</li> </ul>	\$40.00 per one (1) hour [May be billed at a prorated rate in 30 minute increments]
<b>Individual Session</b> <ul style="list-style-type: none"> <li>- One (1) bi-weekly session</li> </ul>	\$70.00 per one (1) session
<b>Discharge Plan</b> <ul style="list-style-type: none"> <li>- One (1) hour per one (1) session</li> </ul>	\$70.00 per one (1) session

<b>LEVEL 2 – 12-WEEK SUBSTANCE USE TREATMENT PROGRAM</b>	<b>SERVICE BILLING RATE</b>
<b>Intake Assessment Session</b> - Two (2) hours per one (1) session	\$170.00 per one (1) session
<b>Group Treatment Session</b> - Two (2) sessions per week - Two (2) hours per one (1) session	\$40.00 per one (1) hour [May be billed at a prorated rate in 30 minute increments]
<b>Individual Session</b> - One (1) weekly session	\$70.00 per one (1) session
<b>Discharge Plan</b> - One (1) hour per one (1) session	\$70.00 per one (1) session

<b>LEVEL 3 – 3 TO 6-MONTH SUBSTANCE USE TREATMENT PROGRAM</b>	<b>SERVICE BILLING RATE</b>
<b>Intake Assessment Session</b> - Two (2) hours per one (1) session	\$170.00 per one (1) session
<b>Group Treatment Session</b> - Three (3) sessions per week - Three (3) hours per one (1) session	\$40.00 per one (1) hour [May be billed at a prorated rate in 30-minute increments]
<b>Individual Session</b> - One (1) monthly session	\$70.00 per one (1) session
<b>Discharge Plan</b> - One (1) hour per one (1) session	\$70.00 per one (1) session

<b>AFTERCARE TREATMENT</b>	<b>SERVICE BILLING RATE</b>
<b>Group Treatment Session</b> - Hourly session based on client needs	\$40.00 per one (1) hour [May be billed at a prorated rate in 30-minute increments]
<b>Individual Session</b> - Hourly session based on client needs	\$70.00 per one (1) hour

<b>ALCOHOL AND OTHER DRUG (AOD) TREATMENT ASSESSMENT</b>	<b>SERVICE BILLING RATE</b>
<b>Alcohol and Other Drug Treatment Assessment</b> - Two (2)-hour period, by appointment	\$140.00 per one (1) hour

For Substance Use Testing services, County agrees to pay Contractor monthly in arrears for all specimens collected in a service month. For the purposes hereof, the billing rate per individual from which a sample shall be drawn for analysis shall be:

<b>SUBSTANCE USE TESTING</b>	<b>TESTING – MAXIMUM BILLING RATE</b>
<b>Urinalysis (UA).</b> Schedule and monitoring of random urinalysis collection shall be done on-site. Twelve (12)-panel urine test plus Fentanyl and Xylazine (when requested) which includes testing for the presence of:	<u>In-office tests:</u> \$35.00 per sample for collection, testing and written analysis of in-office test results.

<ol style="list-style-type: none"> <li>1. Amphetamine</li> <li>2. Methamphetamine</li> <li>3. Barbiturates</li> <li>4. Benzodiazepine</li> <li>5. Cocaine</li> <li>6. Methadone</li> <li>7. Opiates</li> <li>8. Oxycodone</li> <li>9. Buprenorphine</li> <li>10. THC</li> <li>11. MDMA</li> <li>12. EtG (detects for presence of alcohol for up to eighty (80) hours after it is consumed)</li> <li>13. Fentanyl (when requested)</li> <li>14. Xylazine (when requested)</li> </ol>	<u>Confirmation tests sent to outside lab:</u> \$40.00 for first substance confirmation test, and \$30.00 for additional substance tests done by outside lab to confirm in-office positive test results.
<b>Oral Swab.</b> Schedule and monitoring of random oral swab collection shall be done on-site. Twelve (12)-panel oral swab test which includes testing for the presence of: <ol style="list-style-type: none"> <li>1. Amphetamine</li> <li>2. Methamphetamine</li> <li>3. Barbiturates</li> <li>4. Benzodiazepine</li> <li>5. Cocaine</li> <li>6. Methadone</li> <li>7. Opiates</li> <li>8. Oxycodone</li> <li>9. Buprenorphine</li> <li>10. THC</li> <li>11. MDMA</li> <li>12. EtG (detects for presence of alcohol for up to eighty (80) hours after it is consumed)</li> </ol>	<u>In-office tests:</u> \$20.00 per sample for collection, testing and written analysis of in-office test results.  <u>Confirmation tests sent to outside lab:</u> \$40.00 for first substance confirmation test, and \$30.00 for additional substance tests done by outside lab to confirm in-office positive test results.
<b>Adult or Child – Hair or Nail Test</b> 7-panel hair or nail test and report which includes testing for the presence of: <ol style="list-style-type: none"> <li>1. Amphetamine</li> <li>2. Methamphetamine</li> <li>3. Barbiturates</li> <li>4. Benzodiazepine</li> <li>5. Cocaine</li> <li>6. Opiates</li> <li>7. PCP</li> </ol>	<u>Confirmation tests sent to outside lab:</u> Adult – \$145.00 for substance confirmation test  Child – \$145.00 for substance confirmation test
<b>Adult or Child – Hair or Nail Test</b> 7-panel plus fentanyl hair or nail test and report which includes testing for the presence of: <ol style="list-style-type: none"> <li>1. Amphetamine</li> <li>2. Methamphetamine</li> <li>3. Barbiturates</li> <li>4. Benzodiazepine</li> </ol>	<u>Confirmation tests sent to outside lab:</u> Adult – \$230.00 for substance confirmation test  Child – \$230.00 for substance confirmation test

5. Cocaine 6. Opiates 7. PCP 8. Fentanyl	
<b>Adult or Child – Hair or Nail Test</b> Fourteen (14)-panel hair or nail test and report which includes testing for the presence of: 1. Amphetamine 2. Methamphetamine 3. Barbiturates 4. Benzodiazepine 5. Cocaine 6. Methadone 7. Opiates 8. PCP 9. OxyContin 10. Propoxyphene (off brand OxyContin) 11. Cannabis 12. Meperidine 13. Tramadol 14. Fentanyl	<u>Confirmation tests sent to outside lab:</u> Adult – \$275.00 for substance confirmation test  Child – \$245.00 for substance confirmation test
<b>Adult – Hair or Nail EtG Test</b> Hair or nail test which includes testing for the presence of: 1. Alcohol metabolites.	<u>Confirmation tests sent to outside lab:</u> \$145.00 for substance confirmation test