

AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this 20th day of June, 2017, by and between the **COUNTY OF FRESNO**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **LPC CONSULTING ASSOCIATES**, and whose remit to address is 2015 J Street, Suite 205, Sacramento, CA 95811-3124, hereinafter referred to as "**CONTRACTOR**" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 16-432, effective July 1, 2016, hereafter referred to as the Agreement; and

WHEREAS the parties desire to amend the Agreement, regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page Eight (8), beginning with Paragraph Eight (8), Line Twenty-Two (22) with the word "MODIFICATION" and ending on Page Nine (9) Line Nine (9) with the word "manner" be deleted and the following inserted in its place:

"8. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, changes to Section One (1) CONTRACTOR's RESPONSIBILITIES and Section Four (4) COMPENSATION as needed to accommodate changes in State and Federal Law relating to mental health and substance use disorder treatment services may be made with the signed written approval of COUNTY's DBH Director or designee and CONTRACTOR through an amendment approved by County Counsel and Auditor. Changes to line items in the budget, as set forth in Exhibit B, that do not exceed 10% of the maximum compensation payable to CONTRACTOR, may be made with the written approval of COUNTY's DBH Director or designee, and CONTRACTOR. Changes in the line items in the budget that exceed 10% of the maximum compensation payable to the CONTRACTOR, may be made with signed written approval of the COUNTY's DBH Director or designee and CONTRACTOR through an amendment approved by County Counsel and Auditor. Said budget line

1 item changes shall not result in any change to the annual maximum compensation amount payable to
2 CONTRACTOR, as stated in the agreement.

3 CONTRACTOR hereby agrees that changes to the compensation under this
4 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. The
5 COUNTY's DBH Director or her designee may modify the maximum compensation depending on State
6 and Federal funding availability, as stated in Section Four (4), COMPENSATION in this Agreement.
7 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations, or
8 enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any
9 manner."

10 2. That the following text in the Agreement, Page Fifteen (15), beginning with Paragraph
11 Sixteen (16), Line Nine (9) with the word "COMPLIANCE" and ending on Page Fifteen (15), Line
12 Seventeen (17) with the word "Agreement" be deleted and the following inserted in its place:

13 **"16. COMPLIANCE WITH LAWS AND POLICIES**

14 CONTRACTOR shall comply with all applicable rules and regulations set forth in
15 Titles 9 and 22 of the California Code of Regulations, and California Health and Safety Code section 11750
16 et seq. CONTRACTOR shall comply with any other Federal and State laws or guidelines applicable to
17 CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies
18 applicable. Such provisions include, but are not restricted to:

19 A. For renewal of multi-year contracts with non-profit organizations which
20 primarily serve Fresno County and professional services contract where Fresno County is the sole client,
21 the administrative and employee benefits costs should be both reasonable and necessary for the
22 administration of the program.

23 B. CONTRACTOR shall submit accurate, complete and timely claims and
24 cost reports, reporting only allowable costs.

25 C. CONTRACTOR shall comply with statistical reporting and program
26 evaluation systems as provided in State of California regulations and in this Agreement.

27 D. CONTRACTOR shall comply with requirements contained in the State-
28 County Contract with DHCS by this reference incorporated herein, until such time that a new State-County

Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract shall automatically be incorporated into this Agreement.”

3. That the following text in the Agreement, Page Thirty (30), beginning with Paragraph Thirty-Eight (38), Line Three (3) with the word “NO” and ending on Page Thirty (30), Line Eight (8) with the number “11999” be deleted and the following inserted in its place:

“38. UNLAWFUL USE OF DRUGS AND ALCOHOL

CONTRACTOR shall ensure that information provided to clients contains a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with CONTRACTOR. Additionally, CONTRACTOR shall ensure that no aspect of the program includes any message in materials, curricula, teachings, or promotion of the responsible use, if the use is unlawful, of drugs or alcohol pursuant to Health and Safety Code (HSC) 11999-11999.3. CONTRACTOR shall maintain that any unlawful use of drugs and alcohol is illegal and dangerous.

CONTRACTOR must sign the “Unlawful Use of Drugs and Alcohol Certification”, attached hereto as Exhibit G, incorporated herein by reference and made part of this Agreement agreeing to uphold the obligations of HSC 11999 – 11999.3.

COUNTY shall enforce the requirement of “No Unlawful Use” set forth by DHCS and requires CONTRACTOR to enforce the requirement as well.

This agreement may be unilaterally terminated, without penalty, if CONTRACTOR or a subcontractor that is a private entity is determined to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message or has an employee who is determined by the DBH Director or her designee to have violated a prohibition of the Unlawful Use of Drugs and Alcohol message.”

4. That the following text in the Agreement, Page Thirty (30), beginning with Paragraph Forty-Two (42), Line Twenty-Three (23) with the word “TRAFFICKING” and ending on Page Thirty-One (31), Line Thirteen (13) with the word “TVPA” be deleted and the following inserted in its place:

“42. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY

CONTRACTOR shall conform to all Federal statutes and regulations prohibiting trafficking in persons, as well as trafficking-related activities, including, but not limited to the trafficking

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1 of persons, provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as
2 amended by Section 1702.

3 CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients'
4 employees may not:

5 A) Engage in severe forms of trafficking in persons during the period of time
6 that the award is in effect;

7 B) Procure a commercial sex act during the period of time that the award is in
8 effect; or

9 C) Use forced labor in the performance of the award or subawards under the
10 award.

11 This agreement may be unilaterally terminated, without penalty, if
12 CONTRACTOR or a subrecipient that is a private entity is determined to have violated a prohibition of
13 the TVPA or has an employee who is determined by the DBH Director or her designee to have violated a
14 prohibition of the TVPA through conduct that is either associated with performance under the award or
15 imputed to the CONTRACTOR or their subrecipient using the standards and due process for imputing
16 the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines
17 to Agencies on Government-wide Debarment and Suspension (Nonprocurement).

18 CONTRACTOR must inform the DBH Director or her designee immediately of
19 any information received from any source alleging a violation of a prohibition of the TVPA.

20 CONTRACTOR must sign a certification annually acknowledging the Trafficking
21 Victims Protection Act of 2000 requirements (TVPA Certification), attached hereto as Exhibit H,
22 incorporated herein by reference and made part of this Agreement and must require all employees to
23 complete annual TVPA training."

24 5. That the following paragraph is being added to the Agreement as Paragraph Forty-Four
25 (44) on Page Thirty-One (31), Line Eighteen (18).

26 **"44. CONFIDENTIALITY OATH**

27 CONTRACTOR shall ensure that all of its employees sign a written confidentiality
28 oath, attached hereto as Exhibit I, before they begin employment with CONTRACTOR and shall renew

1 said document annually thereafter. CONTRACTOR shall retain each employee's written confidentiality
2 oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this
3 agreement."

4 6. That the remaining Paragraph (Paragraph 44 "**Entire Agreement**") in the original
5 Agreement No. 16-432 shall be re-numbered sequentially to read as Paragraph 45.

6 7. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
7 Agreement No. 16-432 and Amendment I together with the Agreement shall be considered the
8 Agreement.

9 8. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
10 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in
11 full force and effect. This Amendment I shall be effective upon execution.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No.
2 16-432 as of the day and year first hereinabove written.
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6 **CONTRACTOR**

COUNTY OF FRESNO

7 **LPC CONSULTING ASSOCIATES**

8
9 By Lynne P. Cannady

By [Signature]

10 Print Name: LYNNE P. CANNADY

Chairperson Board of Supervisors

11 Date: 5/20/17

Date: 6-20-17

12 Title: PRESIDENT

13 Chairman of the Board, or

14 President, or any Vice President

15 BERNICE E. SEIDEL, Clerk

16 Date: 5/20/17

Board of Supervisors

17 By [Signature]

By Susan Bishop, Deputy

18 Print Name: DAVID T. FORD

Date: 6-20-17

19 Title: SECRETARY OF CORP.

20 Secretary of Corporation,
21 any Assistant Secretary, or
22 Chief Financial Officer, or
23 Assistant Treasurer

24 Mailing Address:

25 2015 J Street, Suite 205

26 Sacramento, CA 95811-3124

27 Phone No.: (916) 448-8026

28 Contact: Executive Director

1 APPROVED AS TO LEGAL FORM:

2 DANIEL CEDERBORG, COUNTY COUNSEL

3
4 By 

5 Date: _____

6
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/

8 TREASURER-TAX COLLECTOR

9
10 By 

11 Date: 5/30/17

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13 REVIEWED AND RECOMMENDED FOR

14 APPROVAL:

15
16 By 

17 Dawan Utecht, Director

18 Department of Behavioral Health

19 Date: 5/19/17

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21 The following is for COUNTY's use:

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23 Fund/Subclass: 0001/10000

24 Organization: 56302081

25 Account/Program: 7295/0

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UNLAWFUL USE OF DRUGS AND ALCOHOL

CERTIFICATION

I, LYNNE P. CANNADY, as an authorized agent of
(Print Name)
LPC CONSULTING ASSOCIATES, INC. acknowledge the requirement to
(Organization Name)
comply with California HSC 11999-11999.3, which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees fail to ensure that:

- The program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol;
- All aspects of a drug- or alcohol-related program are consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings; and
- The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs applies to the use of drugs and alcohol prohibited by law.

I understand that the State of California enforces an Unlawful Use policy in which there is zero tolerance for promoting the unlawful use of and drugs or alcohol in an AOD treatment facility. If this organization fails to satisfy the guidelines adopted by the State of California, the drug or alcohol program shall not receive state funds and their contract with Fresno County will be terminated.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of HSC 11999-11999.3 and, if found in violation, will be immediately terminated.

Signature: Lynne P. Cannady
Title: PRESIDENT

Date: 5/23/17

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, LYNNE P. CANNADY, as an authorized agent of
(Print Name)
LPC CONSULTING ASSOCIATES, INC., acknowledge the requirement to
(Organization Name)
comply with the Trafficking Victims Protection Act of 2000 (TVPA), specifically Section 106(g), which authorizes the County of Fresno to terminate a contract, without penalty, if this organization or its employees, or a subcontractor or its employees:

- Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procures a commercial sex act during the period of time that the award is in effect; or
- Uses forced labor in the performance of the award or subawards under the award.

I understand that the TVPA establishes human trafficking and related offenses as federal crimes and attaches severe penalties to them. I will immediately inform the County of Fresno, Department of Behavioral Health, Contracts Division – Substance Use Disorder (SUD) Services immediately of any information received from any source alleging a violation of the TVPA by either this organization or its employees, or a subcontractor or its employees during the term of this contract.

I understand that this organization is obligated to ensure any subcontractors are informed of the requirements of the TVPA and, if found in violation, will be immediately terminated. I agree to submit this signed certification annually on behalf of the organization acknowledging requirements under the TVPA and attesting that all employees will receive annual TVPA training, and that documentation of training will be placed in personnel files.

Signature: Lynne P. Cannady

Date: 5/23/17

Title: PRESIDENT



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

Exhibit I
Page 1 of 1

PRIVACY AND SECURITY AGREEMENT REGARDING AUTHORIZED ACCESS TO
CONFIDENTIAL PROTECTED HEALTH INFORMATION FOR FRESNO COUNTY DEPARTMENT
OF BEHAVIORAL HEALTH (DBH) EMPLOYEES AND/OR NON-DBH SUD SERVICES
WORKFORCE MEMBERS

OATH OF CONFIDENTIALITY

As a condition of obtaining access to any Protected Health Information (PHI) that is necessary to carry out my function with DBH, I Lynne P. Cannady, agree to not divulge any PHI to unauthorized persons. Furthermore, I maintain that I will not publish or otherwise make public any information regarding persons who receive Substance Use Disorder Services such that the persons who receive or have received such services are identifiable.

Access to such data shall be limited to Fresno County DBH personnel, subcontractors, and subcontractors' personnel who require this information in the performance of their duties and have signed an Oath of Confidentiality with DBH.

By signing this oath, I agree to uphold the security and confidentiality requirements outlined by the Medi-Cal Privacy and Security Agreement signed by DBH, surveillance and safeguarding announcements issued by DHCS, and other applicable terms and stipulations provided by the HIPAA doctrine as well as other relevant state and federal regulations.

I hereby certify my understanding of the need to:

1. Exercise due care to preserve data integrity and confidentiality.
2. Treat passwords and user accounts as confidential information.
3. Take reasonable precautions to ensure the protection of PHI from unauthorized access.
4. Notify CMHDMEDS@dhcs.ca.gov and iso@dhcs.ca.gov of a possible security violation including unauthorized access to PHI.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2, Welfare and Institutions Code Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I further acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment or contract.

Agency Name LPC Consulting Associates Inc.

Signature:

Lynne P. Cannady

Date:

5/23/17