

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 Family Development Center, LLC, a California corporation, whose address is 175 N. Pollasky Ave #111, Clovis CA 93612, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-292, effective July 1, 2014, hereinafter referred to as the Agreement, whereby CONTRACTOR agreed to provide therapeutic child care services to qualified clients enrolled in Pathways; 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 Seven (7), beginning with Paragraph Seven (7), Line Nineteen (19) and ending on Page Eight (8), Line Five (5) with the word "manner" be deleted and the following inserted in its place:

"7. 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 services as needed to accommodate changes in the law relating to substance use disorder treatment, as set forth in Exhibit B, "Budget," may be made with the signed written approval of COUNTY's DBH Director, or her designee, and CONTRACTOR through an amendment approved by County Counsel and Auditor. Changes to line items in the budgets, attached hereto as Exhibit B, "Budgets," as appropriate, that do not exceed ten percent (10%) of the CONTRACTOR's program total maximum compensation payable to CONTRACTOR, may be made with the written approval of COUNTY's DBH Director, or her designee, and CONTRACTOR. Changes to the line items in the budget that exceed ten percent (10%) of the

1 maximum compensation payable to the CONTRACTOR may be made with the signed written approval
2 of COUNTY's DBH Director, or her designee, through an amendment approved by County Counsel and
3 Auditor, and CONTRACTOR. Said budget line item changes shall not result in any change to the
4 CONTRACTOR's program maximum compensation amount payable to CONTRACTOR, as stated
5 herein."

6 2. That the following text in the Agreement, Page Twenty-One (21), beginning with
7 Paragraph Sixteen (16), Line Fifteen (15) and ending on Page Twenty-Two (22), Line Three (3) with
8 the word "Agreement" be deleted and the following inserted in its place:

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

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

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

19 B. CONTRACTOR shall furnish client records in accordance with the applicable
20 Federal and State regulations.

21 C. CONTRACTOR shall submit accurate, complete and timely claims and cost reports,
22 reporting only allowable costs.

23 D. CONTRACTOR shall comply with statistical reporting and program evaluation
24 systems as provided in State of California regulations and in this Agreement.

25 E. CONTRACTOR shall comply with requirements contained in the State-County
26 Contract with DHCS by this reference incorporated herein, until such time that a new State-County
27 Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract
28 shall automatically be incorporated into this Agreement."

3. That the following clause is being added to the Agreement as Paragraph Twenty (20) on Page Twenty-Three (23), Line Twenty-Four (24).

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

CONTRACTOR, CONTRACTOR’s employees, subrecipients, and subrecipients’ employees may not:

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

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

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

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

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

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

4. That the following paragraph is being added to the Agreement as Paragraph Thirty-Eight

(38) on Page Thirty-Three (33), Line Twenty-Four (24). The remaining Paragraph shall be renumbered sequentially to read as Paragraph Thirty-Nine (39) “ENTIRE AGREEMENT.”

“38. CONFIDENTIALITY OATH”

CONTRACTOR shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Exhibit F, before they begin employment with CONTRACTOR and shall renew said document annually thereafter. CONTRACTOR shall retain each employee’s written confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the termination of this agreement.”

5. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement No. 14-292 and Amendment I together with the Agreement shall be considered the Agreement.

6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in 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. A-14-
2 492 as of the day and year first hereinabove written.

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4 ATTEST:

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6 **CONTRACTOR:**
7 **FAMILY DEVELOPMENT CENTER,**
8 **LLC**

COUNTY OF FRESNO

9 By Robin DiFalco

By Brian Pacheco
Brian Pacheco, Chairman
Board of Supervisors

11 Print Name: Robin DiFalco

12 Title: President
13 Chairman of the Board, or
14 President, or any Vice President

Date: 10-20-17

15
16 BERNICE E. SEIDEL, Clerk
Board of Supervisors

17
18 By _____

By Susan Bishop
Deputy


19
20 Print Name: _____

Date: 10-20-17

21 Title: _____
22 Secretary of Corporation,
23 any Assistant Secretary, or
24 Chief Financial Officer, or
Assistant Treasurer

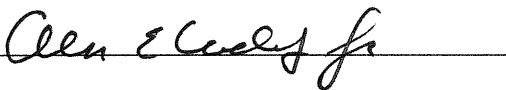
25 Mailing Address:
26 Family Development Center, LLC
27 175 N Pollasky Ave #111
28 Clovis, CA 93612
Contact: Chief Executive Officer
///

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 By 

10
11 Date: 5/31/17

12
13 REVIEWED AND RECOMMENDED FOR
14 APPROVAL:

15 By 
16 Dawan Utecht, Director
17 Department of Behavioral Health

18 Date: 5-19-17

19
20 The following is for COUNTY's use:

21 Fund/Subclass: 0001/10000

22 Organization: 56302093

23 Account/Program: 7295/0

24
25 dh



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

EXHIBIT F

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 Robin Difalco, 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 Medical 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

Signature:

Robin Difalco

Date:

5/17/17

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, Robin Difalco, as an authorized agent of
(Print Name)
Family Development Center, 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: Robin Difalco

Date: 6/17/17

Title: President