

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 each Provider listed in Revised Exhibit A, "DMC Services Vendor List," attached hereto and by this reference incorporated herein, collectively hereinafter referred to as "PROVIDER", and such additional PROVIDER as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each PROVIDER, unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-16-360, effective July 1st, 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 Paragraph Ten (10) – Modification – in the Agreement, beginning on Page Seven (7), Line Thirteen (13) and ending on Page Seven (7), Line Nineteen (19) be deleted and the following inserted in its place:

"10. 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) SERVICES 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 PROVIDER through an amendment approved by County Counsel and Auditor. Changes to line items in the budget that do not exceed 10% of the maximum compensation payable to PROVIDER, may be made with the signed written approval of COUNTY's DBH Director or designee, and PROVIDER. Changes in the line items in the budget that exceed 10% of the maximum compensation payable to the PROVIDER, may be signed written approval of the COUNTY's DBH

1 Director or designee and PROVIDER through an amendment approved by County Counsel and Auditor.
2 Said budget line item changes shall not result in any change to the annual maximum compensation
3 amount payable to PROVIDER, as stated in the agreement.

4 PROVIDER further understands that this Agreement is subject to any restrictions, limitations, or
5 enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any
6 manner.”

7 2. That Paragraph Forty Four (44) – Trafficking In Persons Provisions – Private Entity – in
8 the Agreement, beginning on Page Thirty-Three (33), with Line Sixteen (16) and ending on Page Thirty-
9 Four (34), Line Six (6) be deleted and the following inserted in its place:

10 **“44. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

11 PROVIDER shall conform to all Federal statutes and regulations prohibiting trafficking in
12 persons, as well as trafficking-related activities, including, but not limited to the trafficking of persons
13 provisions in Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) as amended by
14 Section 1702.

15 PROVIDER, PROVIDER’s employees, subrecipients, and subrecipients’ employees may
16 not:

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

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

20 or

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

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

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

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

7 3. That the following paragraphs are being added to the Agreement as Paragraphs Forty-Six
8 (46), Forty-Seven (47) and Forty-Eight (48) on Page Thirty-Five (35), beginning on Line Twenty-Four
9 (24):

10 **“46. UNLAWFUL USE OF DRUGS AND ALCOHOL**

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

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

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

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

26 **47. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

27 PROVIDER shall adhere to the State-County Contract requirement that no funds shall be
28

1 used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any
2 illegal drug unless the DHCS chooses to implement a demonstration syringe services program for
3 intravenous drug users.

4 **48. CONFIDENTIALITY OATH**

5 PROVIDER shall ensure that all of its employees sign a written confidentiality oath,
6 attached hereto as Exhibit J, Confidentiality Statement, before they begin employment with PROVIDER
7 and shall renew said document annually thereafter. PROVIDER shall retain each employee's written
8 confidentiality oath for COUNTY and DHCS inspection for a period of six (6) years following the
9 termination of this agreement."

10 4. The remaining Paragraphs (Paragraph 46 "**CONTROL REQUIREMENTS**" through
11 Paragraph 50 **ENTIRE AGREEMENT**" in the original Agreement No. A-16-360 shall be re-numbered
12 sequentially to read as Paragraphs 49 through 53.

13 5. That Exhibit A "DMC Services Vendor List" be deleted and replaced with Revised Exhibit A
14 "DMC Services Vendor List".

15 6. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement
16 No. A-16-360 and Amendment I together with the Agreement shall be considered the Agreement.

17 7. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
18 covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in
19 full force and effect. This Amendment I shall be effective July 1, 2017.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No.
2 A-16-360 as of the day and year first hereinabove written.
3

4 ATTEST:

5
6 **COUNTY OF FRESNO**

PROVIDER

SEE EXHIBIT A

7
8 By B. Pacheco
9 Brian Pacheco, Chairman
10 Board of Supervisors

11 Date: 10-20-17
12
13

14 BERNICE E. SEIDEL, Clerk
15 Board of Supervisors

16 By Susan Bishop
17 Deputy

18 Date: 10-20-17
19
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1 APPROVED AS TO LEGAL FORM:
2 DANIEL CEDERBORG, COUNTY COUNSEL

3
4 By *Janelli E. Kully*

5 Date: _____

6
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9 By *Allen E. Carey Jr*

10
11 Date: *5/30/17*

12
13 REVIEWED AND RECOMMENDED FOR
14 APPROVAL:

15 By *Dawan Utecht*
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: 56302081

23 Account/Program: 7295/0

24
25
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1 Provider: **ADDICTION RESEARCH AND TREATMENT, INC.**

2
3 By 

4
5 Print Name: Daniel Gutschewitter

6
7 Title: Vice President

8 Chairman of the Board, President, or Vice President

9 Date: 5.19.17

10
11 By 

12
13 Print Name: Daniel Gutschewitter

14
15 Title: Chief Financial Officer

16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: 5.19.17

1 Provider: AEGIS TREATMENT CENTERS, LLC

2
3 By  _____

4
5 Print Name: Alexander Dodd

6
7 Title: Chief Executive Office
8 Chairman of the Board, President, or Vice President

9 Date: May 22, 2017

10
11
12 By  _____

13
14 Print Name: Thaiphong Vo

15
16 Title: In-House Counsel
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: May 22, 2017

1 Provider: **CENTRAL CALIFORNIA RECOVERY, INC.**

2
3 By

Dale White

4
5 Print Name:

DALE WHITE

6
7 Title:

Chairman of the Board, President, or Vice President

8
9 Date:

5-17-17

10
11
12 By

Barbara A White

13
14 Print Name:

BARBARA A. White

15
16 Title:

Secretary (of Corporation), Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer

17
18
19 Date:

5-17-17

1 Provider: DELTA CARE, INC.

2 By George Tapia

3
4 Print Name: RITA ENYINWA

5
6 Title: EXECUTIVE DIRECTOR
7 Chairman of the Board, President, or Vice President

8
9 Date: May 18, 2018

10
11 By Felix Enyina

12
13 Print Name: De Felix Enyina

14
15 Title: Chief Financial Officer
16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18 Date: 5/18/2018

1 Provider: **EMINENCE HEALTHCARE, INC.**

2
3 By Richard Torosian

4
5 Print Name: Richard Torosian

6
7 Title: President
8 Chairman of the Board, President, or Vice President

9
10 Date: 5/17/2017

11
12 By Richard Torosian

13
14 Print Name: Richard Torosian

15
16 Title: Chief Financial Officer
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: 5/17/2017

1 Provider: FRESNO NEW CONNECTIONS, INC.

2
3 By Suzanne Kotkin-Jaszi

4
5 Print Name: Suzanne Kotkin-Jaszi

6 Title: President

7 Chairman of the Board, President, or Vice President

8
9 Date: 5-18-17

10

11
12 By Joanna Tilghman

13
14 Print Name: Joanna Tilghman

15

16 Title: Secretary
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5.17.17

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1 Provider: **KING OF KINGS COMMUNITY CENTER**

2 By Jesse Rodriguez Jr.

3
4 Print Name: JESSE RODRIGUEZ JR.

5
6 Title: Chairman of Board
7 Chairman of the Board, President, or Vice President

8
9 Date: 5-17-17

10
11 By Dennis D. Mayo

12
13 Print Name: Dennis D. Mayo

14
15 Title: Assistant Treasurer
16 Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: 5/17/17

1 Provider: **KINGS VIEW COPORATION**

2
3 By Leon Hoover

4
5 Print Name: Leon Hoover

6
7 Title: CEO
8 Chairman of the Board, President, or Vice President

9 Date: 5/16/2017

10
11
12 By J. Rodriguez

13
14 Print Name: Jim S Rodriguez

15
16 Title: CTO
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/16/17

1 Provider: **MEDMARK TREATMENT CENTERS, INC.**

2
3
4 By 

5 Print Name: Daniel Gutschewitter

6
7 Title: Vice President

8 Chairman of the Board, President, or Vice President

9
10 Date: 5.19.17

11
12
13 By 

14 Print Name: Daniel Gutschewitter

15
16 Title: Chief Financial Officer

17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: 5.19.17

1 Provider: **MENTAL HEALTH SYSTEMS, INC.**

2
3 By 

4
5 Print Name: James C. Callaghan, Jr.

6
7 Title: President & CEO
8 Chairman of the Board, President, or Vice President

9
10 Date: 5/18/17

11
12 By 

13
14 Print Name: Stacy Maxa

15
16 Title: 5/18/17
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: _____

1 Provider: PANACEA, INC.

2
3 By  _____

4
5 Print Name: Phillip Cowing

6
7 Title: President
Chairman of the Board, President, or Vice President

8
9 Date: 5/17/17

10
11
12
13 By  _____

14
15 Print Name: SEAN ROSE

16
17 Title: SECRETARY
Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19
20 Date: 5/17/17

1 Provider: **PRODIGY HEALTHCARE, INC.**

2
3 By 

4
5 Print Name: Jagdip Dhandu

6
7 Title: President
8 Chairman of the Board, President, or Vice President

9 Date: 5/16/2017

10
11
12 By 

13
14 Print Name: Gabriel Mejia-Aguirre

15
16 Title: Secretary
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/16/2017

1 Provider: **PROMESA BEHAVIORAL HEALTH, INC.**

2
3 By Michael der Manuel

4
5 Print Name: MICHAEL DER MANUEL

6
7 Title: President
8 Chairman of the Board, President, or Vice President

9 Date: 5/15/2017

10
11
12 By Susanne Perett

13
14 Print Name: Susanne Perett

15
16 Title: Controller
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/15/17

1 Provider: **TURNING POINT OF CENTRAL CALIFORNIA, INC.**

2
3 By Raymond R. Banks

4
5 Print Name: RAYMOND BANKS

6
7 Title: CHIEF EXECUTIVE OFFICER
8 Chairman of the Board, President, or Vice President

9 Date: 5/19/17

10
11
12 By Bruce Tylor

13
14 Print Name: Bruce Tylor

15
16 Title: CFO
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 5/19/17

1 Provider: WESTCARE CALIFORNIA, INC.

2
3 By Shawn A. Jenkins

4
5 Print Name: Shawn A. Jenkins

6
7 Title: Sr VP
Chairman of the Board, President, or Vice President

8
9 Date: 5/18/17

10
11 Attesting to authority under
Resolution WCCA 2017-01

12 By Jim Hanna 05/18/2017

13
14 Print Name: JIM HANNA

15
16 Title: Corporate Secretary / General Counsel
Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: _____

DMC Services Vendor List

VENDOR	PHONE NUMBER	SITE LOCATION
Addiction Research Treatment, Inc. Remit to: Department 8087 P.O. Box 650002 Dallas, TX 75265	(559) 498-7100	3103 E. Cartwright Ave. Fresno, Ca 93725 539 N Van Ness Ave. Fresno, Ca 93728 1235 E Street Fresno, Ca 93706
Aegis Treatment Centers, LLC Remit to: 7246 Remmet Ave Canoga Park, CA 91303	(559) 229-9040	3707 E. Shields Ave Fresno, Ca 93726
Central California Recovery, Inc. Remit to: 1100 W. Shaw Ave. #130 Fresno, CA 93711	(559) 273-2942	1100 W. Shaw Ave., #130 Fresno, CA 93711
Delta Care, Inc. Remit to: 4705 N. Sonora Ave., Suite 113 Fresno, CA 93722	(559) 276-7558	4705 N. Sonora Ave., Suite 113 Fresno, CA 93722
Eminence Healthcare, Inc. Remit to: 7485 N. Palm Ave., Suite 103 Fresno, CA 93711	(559) 221-8100	Multiple Sites
Fresno New Connection Remit to: 4411 N. Cedar Ave. #108 Fresno, CA 93726	(559) 248-1548	4411 N. Cedar Ave. #108 Fresno, CA 93726
King of Kings Community Center Remit to: 2302 Martin Luther King Jr. Blvd. Fresno, CA 93706	(559) 442-0400	2302 Martin Luther King Jr. Blvd. Fresno, CA 93706
Kings View Corporation Remit to: 1410 F St., Suite 101 Fresno, CA 93706	(559) 875-6300	1822 Jensen Ave. #102 Sanger, CA 93657
Medmark Treatment Centers, Inc. Remit to: 401 E Corporate Dr. #220 Lewisville, TX 75057-6431	(559) 264-2700	1310 M St Fresno, Ca 93721
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(559) 225-9117	3122 N. Millbrook Ave. Suite B Fresno, CA 93703 4939 E. Yale Ave. Fresno, CA 93727

DMC Services Vendor List

VENDOR	PHONE NUMBER	SITE LOCATION
Panacea, Inc. Remit to: 3152 N. Millbrook Ave., Suite D Fresno, CA 93703	(559) 241-0364	3152 N. Millbrook Ave, Suite D Fresno, CA 93703 4928 E. Clinton Ave. #108 Fresno, CA 93727
Prodigy Healthcare, Inc. Remit to: P.O. Box 820 Fowler, CA 93625-0820	(559) 892-9452	Multiple Sites
Promesa Behavioral Health, Inc. Remit to: 7120 N. Marks Ave., Suite 110 Fresno, CA 93711	(559) 439-5437	7120 N. Marks Ave. #110 Fresno, CA 93711
Turning Point of Central California, Inc. Remit to: PO Box 7447 Visalia, CA 93290	(559) 225-1464	3636 N. First St., Suites 135 & 154 Fresno, CA 93726
WestCare California, Inc. Remit to: PO Box 12107 Fresno, CA 93776	(559) 237-3420 (559) 255-8838 (559) 255-8838	611 E. Belmont Ave. Fresno, CA 93701 1550 Herndon Ave. Clovis, CA 93611 818 L St. Sanger, CA 93657 1045 Bethel Ave. Sanger, CA 93657

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, 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: _____

Date: _____

Title: _____

UNLAWFUL USE OF DRUGS AND ALCOHOL CERTIFICATION

I, _____, as an authorized agent of
(Print Name)
_____, 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: _____

Date: _____

Title: _____



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

Exhibit J
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 _____, 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:

Date:
