

**AMENDMENT III TO AGREEMENT**

This Amendment III to Agreement No. P-15-307-O (Amendment III) is made and entered into this 5<sup>th</sup> day of June, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter "COUNTY" or "Client"), and VMS Family Counseling Services, whose address is 2350 W. Shaw Ave. Suite 116, Fresno, CA 93711 (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Purchasing Agreement No. P-15-307-O, dated July 17, 2015 ("Agreement") pursuant to which CONTRACTOR agreed to provide counseling and psychological services over a five year term, with a contract maximum of \$99,000.00; and

WHEREAS, on August 19, 2015, COUNTY and CONTRACTOR entered into AMENDMENT NUMBER ONE (1) ("Amendment I") to add terms allowing for intern usage (individual, couples and group/family sessions); and

WHEREAS, on January 20, 2016 COUNTY and CONTRACTOR entered into AMENDMENT NUMBER TWO (2) ("Amendment II") to add costs parameters for cancelling appointments and no-show fees; and

WHEREAS, COUNTY now has a need for additional services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to modify the payment terms and increase the maximum contract value so as to allow CONTRACTOR to provide such additional services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

- 1. The paragraph entitled "MAXIMUM" on Page one (1) of the Agreement is deleted in its entirety and replaced with the following:

"MAXIMUM:

In no event shall services performed and/or fees paid under this Agreement be in excess of two-hundred-twenty-thousand-dollars (\$220,000)."

1 2. The following new Section together with the attached "Attachment B" are added to the  
2 Agreement. The language, as follows, is inserted at Page five (5) of the Agreement, after the  
3 paragraph entitled, "GOVERNING LAWS":

4 "DISCLOSURE OF SELF-DEALING TRANSACTIONS:

5 This provision is only applicable if the CONTRACTOR is operation as a corporation (a  
6 for-profit or non-profit corporation) or if during the term of this Agreement, the  
7 CONTRACTOR changes its status to operate as a corporation.

8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
9 transactions that they are a party to while CONTRACTOR is providing goods or  
10 performing services under this agreement. A self-dealing transaction shall mean a  
11 transaction to which the CONTRACTOR is a party and in which one or more of its  
12 directors has a material financial interest. Members of the Board of Directors shall  
13 disclose any self-dealing transactions that they are a party to by completing and signing  
14 a Self-Dealing Transaction Disclosure Form "Attachment B" and submitting it to the  
15 COUNTY prior to commencing with the self-dealing transaction or immediately  
16 thereafter."

17 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is  
18 hereby acknowledged, COUNTY and CONTRACTOR agree to amend Amendment I as follows:

19 3. The paragraph on Page one (1) stating, "In no event shall services performed and/or fees paid  
20 under this Agreement be in excess of ninety-nine thousand dollars (\$99,000.00)" is deleted in its  
21 entirety and replaced with the following:

22 "In no event shall services performed and/or fees paid under this Agreement be in  
23 excess of two-hundred-twenty-thousand-dollars (\$220,000)."

24 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is  
25 hereby acknowledged, COUNTY and CONTRACTOR agree to amend Amendment II as follows:

1 4. The paragraph on Page one (1) stating, "Maximum: In no event shall services performed and/or  
2 fees paid under this Agreement be in excess of ninety-nine thousand dollars (\$99,000.00)" is  
3 deleted in its entirety and replaced with the following:

4 "Maximum: In no event shall services performed and/or fees paid under this Agreement  
5 be in excess of two-hundred-twenty-thousand-dollars (\$220,000)."

6 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend the  
7 Agreement as amended, Amendment I, and Amendment II, and that upon execution of this Amendment  
8 III, the Agreement as amended, Amendment I, Amendment II, and this Amendment III shall together be  
9 considered the Agreement.

10 The Agreement as amended, and as hereby further amended, is ratified and continued. All  
11 provisions, terms, covenants, conditions and promises contained in the Agreement as amended,  
12 Amendment I, Amendment II, and Amendment III, and not amended herein shall remain in full force  
13 and effect.

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

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**CONTRACTOR**

**COUNTY OF FRESNO**

*Victoria Sanders*

*Sal Quintero*

(Authorized Signature)

Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

Victoria Sanders, LMFT 52610  
Licensed Marriage and Family Therapist *CEO*

Print Name & Title

2350 W. Shaw Ave. Suite 116

Fresno, CA 93704

Mailing Address

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: *Susan Bishop*

Deputy Clerk

**FOR ACCOUNTING USE ONLY:**

ORG No.: 31112415  
Account No.: 7295  
Requisition N.:

## Attachment B

### SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

#### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Attachment B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	