

AMENDMENT II 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 **RICHARD GUZZETTA, M.D., dba TOUCHSTONE MEDICAL GROUP**, a sole proprietorship, whose address is 724 Medical Center Drive East, Suite 106, Clovis, CA 93611, hereinafter referred to as "CONTRACTOR" (collectively as the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-101, effective July 1, 2014, and COUNTY Amendment No. 14-101-1, effective September 23, 2014, (hereinafter collectively referred to as the Agreement), whereby CONTRACTOR agreed to provide Physician services for the Department of Behavioral Health, Substance Abuse Services Division (SAS) Pathways to Recovery Program; 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 Sixteen (16) – Compliance with Laws and Policies – beginning on Page Nineteen (19), Line Twelve (12) and ending on Page Twenty (20), Line Thirteen (13) be deleted and the following inserted in its place:

"16. COMPLIANCE WITH LAWS AND POLICIES

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

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

1 B. CONTRACTOR shall furnish client records in accordance with the applicable
2 Federal and State regulations, and with the Standards for Alcohol and Drug Treatment Programs set forth
3 by the State Department of Alcohol and Drug Programs, including in such records a treatment plan for each
4 client, and evidence of each service rendered.

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

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

9 E. CONTRACTOR shall comply with requirements contained in the State-County
10 Contract with DHCS by this reference incorporated herein, until such time that a new State-County
11 Contract is established. Upon amendment of the State-County Contract, the terms of the amended Contract
12 shall automatically be incorporated into this Agreement.”

13 2. That the following paragraphs are being added to the Agreement as Paragraphs Forty-Five
14 (45) to Forty-Eight (48) on Page Thirty-Eight (38), Line Two (2) directly following Paragraph Forty-
15 Four (44) “**SMOKING PROHIBITION REQUIREMENTS**” added in Amendment I. Paragraph
16 Forty-Five (45) “**ENTIRE AGREEMENT**” shall be re-numbered sequentially to read as Paragraph
17 Forty-Nine (49).

18 “**45. UNLAWFUL USE OF DRUGS AND ALCOHOL**”

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

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

28 COUNTY shall enforce the requirement of “No Unlawful Use” set forth by DHCS and

1 requires CONTRACTOR to enforce the requirement as well.

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

6 **46. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

7 CONTRACTOR shall adhere to the State-County Contract requirement that no funds shall
8 be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of
9 any illegal drug unless the DHCS chooses to implement a demonstration syringe services program for
10 intravenous drug users.

11 **47. TRAFFICKING IN PERSONS PROVISIONS – PRIVATE ENTITY**

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

16 CONTRACTOR, CONTRACTOR's employees, subrecipients, and subrecipients'
17 employees may not:

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

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

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

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

1 Government-wide Debarment and Suspension (Nonprocurement).

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

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

8 **48. CONFIDENTIALITY OATH**

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

14 3. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend
15 Agreement; and that upon execution of this Amendment II, Agreement 14-101, Amendment I,
16 and this Amendment II together shall be considered the Agreement.

17 4. 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
19 remain in full force and effect. This Amendment II shall be effective July 1, 2017.

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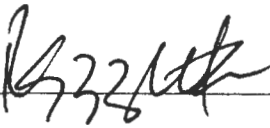
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to
2 Agreement No. A-14-101 as of the day and year first hereinabove written.

3
4 ATTEST:

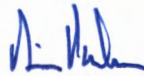
5
6 **CONTRACTOR:**
7 **RICHARD GUZZETTA, M.D.,**
8 **dba TOUCHSTONE MEDICAL GROUP**

COUNTY OF FRESNO

9 By



By



Brian Pacheco, Chairman
Board of Supervisors

10
11 Print Name: Richard Guzzetta

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

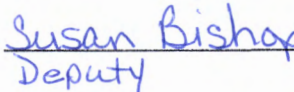
Date:

10-20-17

15
16 BERNICE E. SEIDEL, Clerk
17 Board of Supervisors

18 By

By


Deputy

19
20 Print Name: _____

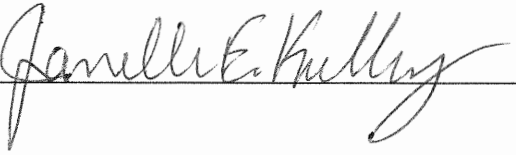
Date:

10-20-17

21 Title: _____


22 Secretary of Corporation,
23 any Assistant Secretary, or
24 Chief Financial Officer, or
25 Assistant Treasurer
26
27
28

1 APPROVED AS TO LEGAL FORM:
2 DANIEL CEDERBORG, COUNTY COUNSEL

3
4 By 

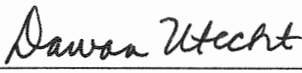
5 Date: _____

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

9 By 

10
11 Date: 5/30/17

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 Organizations: 56302096 AND 56302093

23 Account/Program: 7295/0
24
25
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27 dh
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UNLAWFUL USE OF DRUGS AND ALCOHOL

CERTIFICATION

I, RICHARD BUZZETTA, as an authorized agent of
(Print Name)
TOUCHSTONE MEDICAL GROUP, 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: [Signature]

Date: 5/10/12

Title: MEDICAL DIRECTOR

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

CERTIFICATION

I, RICHARD G. ZETZEL, as an authorized agent of
(Print Name)
TOUCHSTONE MEDICAL GROUP, 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: R. ZETZEL

Date: 5/10/17

Title: MEDICAL DIRECTOR



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

EXHIBIT I

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 Richard B. Ziegler, 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:

Richard B. Ziegler

Date:

5/10/17