

**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 Promesa Behavioral Health, a California Corporation, whose remit to address is 7120 N. Marks Avenue, Suite 110, Fresno, CA 93711, herein referred to as "PROVIDER".

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-17-121, effective April 4, 2017, 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 paragraphs are being added to the Agreement as Paragraphs Fifty-Two (52) and Fifty-Three (53) on Page Forty (40), beginning on Line Ten (10):

**"52. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

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

**53. CONFIDENTIALITY OATH**

PROVIDER shall ensure that all of its employees sign a written confidentiality oath, attached hereto as Exhibit K, before they begin employment with PROVIDER and shall renew said document annually thereafter. PROVIDER 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."

2. That the remaining Paragraph, Paragraph 52 "ENTIRE AGREEMENT", in the original Agreement No. 17-121 at Page Forty (4), beginning on Line Ten (10) shall be re-numbered sequentially to read as Paragraph Fifty-Four (54).

3. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend Agreement

No. 17-121 and Amendment I together with the Agreement shall be considered the Agreement.

4. 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 July 1, 2017.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement No.  
2 A-16-295 as of the day and year first hereinabove written.

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4 ATTEST:

5  
6 **PROVIDER:**  
7 **PROMESA BEHAVIORAL HEALTH**

**COUNTY OF FRESNO**

8  
9 By Michael der Manouel

By Brian Pacheco  
Brian Pacheco, Chairman  
Board of Supervisors

10 Print Name: MICHAEL DER MANOUEL

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

Date: 6-20-17

14  
15 BERNICE E. SEIDEL, Clerk  
16 Board of Supervisors

17 By Susanne Pruett

By Susan Bishop  
Deputy

18  
19 Print Name: Susanne Pruett

Date: 6-20-17

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

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

3  
4 By *Janette E. Kullig*  
5  
6 Date: \_\_\_\_\_

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

9 By *Alan E. Cuello 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  
26  
27  
28

jc



# County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH  
DAWAN UTECHT  
DIRECTOR

## EXHIBIT K

### 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 Lisa Weyan, 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:

Lisa Weyan

Date:

5-17-17