

**FOURTH AMENDMENT  
BOS AGREEMENT NO. (\_\_\_\_ - \_\_\_\_)**

This Fourth Amendment to Agreement No. 19-144 (“Fourth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Community Care Continuum, non-profit authorized to do business in the State of California (“Contractor”), herein referred to as the “Parties,” as stated below.

**WHEREAS**, on or about July 9, 2019, the Parties entered into Agreement No. 19-144 (“the Agreement”); and

**WHEREAS**, on or about August 4, 2020, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about January 12, 2021, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about May 4, 2021, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Section I.** to extend the term of the Agreement through June 30, 2023 and update available option years; and
2. Revise **Paragraphs B1. and B2. of Section III.** to increase funding in the amount of \$524,200 by:
  - a. Increase funding in the amount of \$28,500 for Fiscal Year (FY) 2021-22, and
  - b. Add funding in the amount of \$495,700 for FY 2022-23 for a new contract maximum of \$1,987,291 and update the lifetime maximum; and
3. Revise **Paragraph I.C. of Exhibit B** to update the DMH Info Letter No. and Date; and
4. Revise **Section IV. of Exhibit B** to update language regarding obtaining copies of the Clinical Documentation Guide; and
5. Revise **Section II.D. of Exhibit D** to update language regarding timeline for verifying employees and to update the SAM Registry website; and
6. Revise **Section III. of Exhibit D** to update language regarding record retention; and
7. Revise **Section V.C. of Exhibit D** to update language regarding disallowances; and
8. Revise **Section IX. of Exhibit D** to update language regarding confidentiality; and
9. Revise **Section XVII. of Exhibit D** to update the contact information; and
10. Revise **Section XXX.B. of Exhibit D** to update Cost Report language; and
11. Revise **Exhibit E** to update the FY 2021-22 budget.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

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**1. Section I.** of the Agreement is hereby amended to read as follows:

**A.** The term of this Agreement shall be from **July 1, 2019 through June 30, 2023** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

**B.** Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit D of thi Agreement.

**2. Paragraphs B1. and B2.** of **Section III.** of the Agreement are hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **ONE MILLION NINE HUNDRED EIGHT-SEVEN THOUSAND TWO HUNDRED NINETY-ONE DOLLARS (\$1,987,291)** specified as follows:

<b>FY 2019-20</b> July 1, 2019 through June 30, 2020	<b>FY 2020-21</b> July 1, 2020 through June 30, 2021	<b>FY 2021-22</b> July 1, 2021 through June 30, 2022	<b>FY 2022-23</b> July 1, 2022 through June 30, 2023	<b>Total</b>
\$478,691	\$517,200	\$495,700	\$495,700	<b>\$1,987,291</b>

**B2.** Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. of this Agreement. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum compensation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$495,700	Less than or equal to \$2,482,991

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **TWO MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED NINETY-ONE DOLLARS (\$2,482,991)** unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

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**3. Paragraph I.C. of Exhibit B** is hereby amended to read as follows:

C. Contractor is subject to DMH Letter No. 18-019 dated 4-24-18 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

**4. Section IV. of Exhibit B** is hereby amended to read as follows:

**IV. MEDICAL NECESSITY CRITERIA**

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Documentation Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied.

Contractor may send an email to Health and Human Services Agency (HHS)-Behavioral Health Quality Management at [HHSQualityManagement@yolocounty.org](mailto:HHSQualityManagement@yolocounty.org) to obtain copies of the Clinical Documentation Guide.

**5. Section II.D. of Exhibit D** is hereby amended to read as follows:

D. Contractor shall verify prior to hire and monthly thereafter (unless another frequency is specified below) that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable Federal, State, and County laws, rules and regulations. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request. Verification check shall include:

1. Criminal background checks including fingerprinting (upon hire or rehire only, not required monthly);
2. Social Security Administration's Death Master File (at least annually);
3. National Plan and Provider Enumeration System (NPPES); and
4. Applicable Licenses
5. System for Award Management (SAM)
6. Exclusion from Medi-Cal and Medicaid provider participation, at a minimum to include Contractor's use of the following websites:
  - a. Office of Inspection General [http://oig.hhs.gov/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/exclusions/exclusions_list.asp)
  - b. Medi-Cal Suspended and Ineligible List <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
  - c. System for Award Management <https://cage.dla.mil/>
  - d. National Practitioner Database

**6. Section III. of Exhibit D** is hereby amended to read as follows:

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### **III. RECORDS, RETENTION, REVIEW, ETC.**

**A.** Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

**B.** Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

**C.** If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit B. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

**D.** All client records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the client's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the client was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the

initial report of pregnancy in the client record.

**E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

**F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

**G.** Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

**H.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law

**7. Section V.C. of Exhibit D** is hereby amended to read as follows:

**C.** **1.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

**2.** In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of California Welfare and Institutions Code Section 814718, shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to California Welfare and Institutions Code against any funds held by the County on behalf of the Contractor. Method of repayment is detailed in Exhibit C.

**8. Section IX. of Exhibit D** is hereby amended to read as follows:

**IX. CONFIDENTIALITY**

**A.** Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

**1.** all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to: the California Confidentiality of Medical Information Act at California Civil Code Section 56 et seq., California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States

Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”);

2. the privacy and security requirements of Exhibit E attached hereto; and

3. any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations

9. **Section XVII. of Exhibit D** to the Agreement is hereby amended to read as follows:

**XVIII. NOTICE**

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Yolo Community Care Continuum  
P.O. Box 1101  
Davis, CA 95617  
Amber Salazar, Executive Director

County: Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Interim Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: [asalazar@y3c.org](mailto:asalazar@y3c.org) or [dgravink@y3c.org](mailto:dgravink@y3c.org)

County:

Contract unit: [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org)

Contract Administrator: [Mila.Green@yolocounty.org](mailto:Mila.Green@yolocounty.org)

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

10. **Section XXX.B. of Exhibit D** is hereby amended to read as follows:

B. Included in the Cost Report are the cost per unit and the number of units which will be compared against actual payments made to the Contractor to determine the Settlement Amount. Costs will be settled to the less of the actual and allowable cost or published charges as stated the term of Exhibit D of this Agreement.

11. **Exhibit E** to the Agreement is hereby amended to read as attached.

12. Any and all attachments to this Fourth Amendment are incorporated herein by this reference.

13. Except as specifically amended by this Fourth Amendment, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF** the Parties have executed this Fourth Amendment as of the day and year last set forth below.

**CONTRACTOR**

By *Amber E. Salazar*  
Amber Salazar, Executive Director  
Yolo Community Care Continuum

Date: 4/25/22

**COUNTY OF YOLO**

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

Date: \_\_\_\_\_  
*Nolan Sullivan*

Nolan Sullivan, Interim Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: *Hope P. Welton*  
Hope P. Welton, Senior Deputy

**EXHIBIT E – CONTRACT BUDGET**

<b>Yolo Community Care Continuum</b>		
<b>Farmhouse Adult Residential Services</b>		
	<b>Cost Items</b>	<b>Annual Budget Fiscal Year 2019-20</b>
1	a. Personnel	\$101,000
	b. Indirect (15%) Admin.	\$49,873
2	Operating Costs	\$69,714
3	Direct to Clients	\$24,787
4	Total	\$145,691

<b>Yolo Community Care Continuum</b>		
<b>Farmhouse Adult Residential Services</b>		
	<b>Cost Items</b>	<b>Annual Budget Fiscal Year 2020-21</b>
1	a. Personnel	\$101,000
	b. Indirect (15%) Admin.	\$54,703
2	Operating Costs	\$77,917
3	Direct to Clients	\$19,892
4	Total	\$153,700

<b>Yolo Community Care Continuum</b>		
<b>Farmhouse Adult Residential Services</b>		
	<b>Cost Items</b>	<b>Annual Budget Fiscal Year 2021-22</b>
1	a. Personnel	\$101,000
	b. Indirect (15%) Admin.	\$52,079
2	Operating Costs	\$72,310
3	Direct to Clients	\$24,287
4	Total	\$150,700

<b>Yolo Community Care Continuum</b>		
<b>Farmhouse Adult Residential Services</b>		
	<b>Cost Items</b>	<b>Annual Budget Fiscal Year 2022-23</b>
1	a. Personnel	\$101,000
	b. Indirect (15%) Admin.	\$52,079
2	Operating Costs	\$72,310
3	Direct to Clients	\$24,287
4	Total	\$150,700

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**EXHIBIT E – CONTRACT BUDGET**

<b>Yolo Community Care Continuum</b>		
<b>Farmhouse Adult Residential Services</b>		
	<b>Cost Items</b>	<b>Optional Extension Fiscal Year 2023-24 July 1<sup>st</sup> through June 30<sup>th</sup></b>
	a. Payroll	\$24,194
	b. Indirect (15%) Admin.	\$52,079
	Operating Costs	\$7,136
3	Direct to Clients	\$24,287
	Total	\$107,696