

**FOURTH AMENDMENT
(BOS AGREEMENT No. ____ - ____)**

This Fourth Amendment to Agreement No. PO 3646 (“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 Vista Pacifica Enterprise , Inc., a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, on or about June 30, 2020, the Parties entered into Agreement No. PO 3646 (the Agreement); and

WHEREAS, on or about July 21, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about December 18, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about September 14, 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 **Paragraphs III.B.1. and III.B.2.** to increase funding by \$175,000 and update the option year(s) lifetime maximum by:
 - a. Increasing funding by \$100,000 for Fiscal Year (FY) 2021-22; and
 - b. Increasing fundng by \$75,000 for FY 2022-23 for a revised contract maximum of \$1,345,000; and
2. Revise **Paragraph II.D. of Exhibit D** to update frequency for employee verification; and
3. Revise **Section IX. of Exhibit D** to update language regarding confidentiality; and
4. Revise **Paragraphs XVIII.A. and XVIII.B. of Exhibit D** to update contract information for notices; and
5. Revise **Section XXIII. of Exhibit D** to update contract language; and
6. Revise **Exhibit F** to add contact information for security incidents and breaches.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraphs III.B.1. and III.B.2.** to the Agreement are hereby amended to read as follows :

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **ONE MILLION THREE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$1,345,000)** specified as follows:

Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Total
\$520,000	\$425,000	\$400,000	\$1,345,000

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. 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 payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (O/Y/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$325,000	Less than or equal to \$1,670,000
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$325,000	Less than or equal to \$1,995,000

In event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **ONE MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,995,000)**, 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.

2. Paragraph II.D. of Exhibit D to the Agreement 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
 - 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

3. Section IX. of Exhibit D to the Agreement 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.

4. Paragraphs XVIII.A. and XVIII.B. of Exhibit D to the Agreement are hereby amended to read as follows:

- 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: Vista Pacifica Enterprises, Inc.
3674 Pacifica Avenue
Jurupa Valley, CA 92509
Cheryl Jumonville, President

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: cjmonville@vistapacificaent.com

County:

Contracts Unit HHSAContracts@YoloCounty.org

Contract Administrator Mila.Green@yolocounty.org

5. Section XXIII. of Exhibit D to the Agreement is hereby amended to read as follows:

XXIII. FALSE CLAIMS ACTS

A. The Contractor acknowledges that the California False Claims Act (Cal. Govt Code §§ 12650 et seq) and the Federal False Claims Act (31 U.S.C Chapter 38--Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this agreement.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a

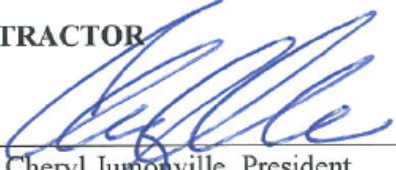
material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

6. **Exhibit F** to the Agreement is hereby amended to read as attached.
7. Any and all attachments to this Fourth Amendment are incorporated by this reference.
8. Except as specifically amended by this Fourth Amendment and any prior amendments, 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

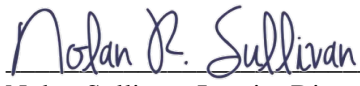
By 
Cheryl Junonville, President
Vista Pacifica Enterprises, Inc.

Date: May 11, 2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____


Nolan Sullivan, Interim Director
Health and Human Services Agency

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

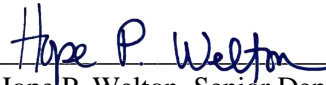
By: 
Hope P. Welton, Senior Deputy

EXHIBIT F – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include, but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
 1. Cha Yang, County’s Privacy Officer-Risk Manager/Safety Officer at cha.yang@yolocounty.org, and
 2. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
 3. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.org.
- IV. By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at website https://www.yolocounty.org/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docan1597_10556_7495
- V. The provisions of this **Exhibit F** shall survive the termination, expiration, or cancellation of this Agreement.