

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

This Fourth Amendment to Agreement No. 21-117 (“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 TLCS, Inc., dba Hope Cooperative, a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and as stated below.

WHEREAS, on or about June 8, 2021, the Parties entered into Agreement No. 21-117 (“Agreement”); and

WHEREAS, on or about September 20, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about November 23, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about May 10, 2022, 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 **Paragraph III.B.1.** to increase funding in the amount of \$660,201.36 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$6,375,617.36; and
2. Revise **Paragraph III.B.2.** to increase the optional extension amounts and update the lifetime agreement maximum; and
3. Revise **Paragraphs VI.A. and B. of Exhibit A** to increase the Adult and Older Adult FSP slots from 50 to 60; and
4. Revise **Exhibit E** to update the budgets for FY2022-23 and option years; and
5. Revise **Exhibit F** to add contacts for security breaches.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph III.B.1** to the Agreement is 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 **SIX MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED SEVENTEEN DOLLARS AND THIRTY-SIX CENTS (\$6,375,617.36)** specified as follows:

FSP Services	Fiscal Year 2020-21 April 1, 2021 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
Start-Up Costs	\$106,869	\$106,869	\$0	\$213,738
Ongoing Costs	\$423,206	\$2,539,236	\$3,199,437.36	\$6,161,879.36
Total	\$530,075	\$2,646,105	\$3,199,437.36	\$6,375,617.36

2. Paragraph III.B.2 to the Agreement is hereby amended to read as follows:

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. 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 for review and approval by the Director. If 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 (OY/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 \$3,199,437.36	Less than or equal to \$9,575,054.72
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$3,199,437.36	Less than or equal to \$12,774,492.08

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **TWELVE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS AND EIGHT CENTS (\$12,774,492.08)**, 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.

3. Paragraphs VI.A. and B. of Exhibit A to the Agreement are hereby amended to read as follows:

A. Adult: Contractor shall offer Adult-FSP program, as described in the Yolo MHSA 3-Yr Plan for 2020-2023, which shall include the following:

1. Serving the Adult-FSP population (adults ages 26-59 who have been diagnosed with a severe mental illness and would benefit from an intensive service program), with approximately 60 client slots.
2. Working collaboratively with existing HHSA Adult Wellness Centers to encourage Adult FSP consumers use of these resources, either virtually during COVID or in person post-COVID and provide some staffing as determined by HHSA.

B. Older Adult: Contractor shall offer an Older Adult-FSP program, as described in the Yolo MHSA 3-Yr Plan for 2020-2023, which shall include the following:

1. Serving the Older Adult-FSP population (adults ages 60+ who have been diagnosed with a severe mental illness and would benefit from an intensive service program) estimated to be 25-30% of the overall HHSA FSP population/approximately 60 client slots.

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

5. Exhibit F to the Agreement is hereby amended to read as attached.

6. All attachments to this Fourth Amendment are incorporated herein by this reference.

7. 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.

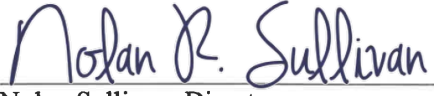
CONTRACTOR

By 
Erin Johansen, Chief Executive Officer
TLCS dba Hope Cooperative

Date: 10/6/2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan, 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, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2020-21 April 1, 2021 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$276,786
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$41,518
2	Operating Costs	\$62,716
3	Direct to Clients	\$42,186
4	Start Up Costs	\$106,869
5	Total	\$530,075

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$1,660,716
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$249,108
2	Operating Costs	\$376,296
3	Direct to Clients	\$253,116
4	Start Up Costs	\$106,869
5	Total	\$2,646,105

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$2,092,502.36
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$313,875.00
2	Operating Costs	\$539,944.00
3	Direct to Clients	\$253,116.00
5	Total	\$3,199,437.36

EXHIBIT E – CONTRACT BUDGET

TLCS dba Hope Collaborative		
FSP Services		
	Cost Items	Option Years 2023-24 & 2024-25 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$2,092,502.36
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$313,875.00
2	Operating Costs	\$539,944.00
3	Direct to Clients	\$253,116.00
4	Total	\$3,199,437.36

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:
 - A. Cha Yang, County’s Privacy Officer-Risk Manager/Safety Officer at cha.yang@yolocounty.org, and
 - B. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
 - C. Charles Egbert, County’s HHS Privacy Officer at Charles.Egbert@yolocounty.org, and
 - D. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.org.
- IV. By signing this Agreement, Contractor certifies it has reviewed, understands the contents of, and shall comply with:
 - A. the requirements set forth in *Exhibit D – Information Confidentiality and Security Requirements* and *Exhibit E – Privacy and Information Security Provisions* of the State Performance Agreement, which are attached hereto as Attachment I and are hereby incorporated by reference.
 - B. 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.