

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

This Sixth Amendment to Agreement No. PO 3646 (“Sixth 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.

WHEREAS, on or about June 30, 2020, the Parties entered into Agreement No. PO 3646 (“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, on or about May 24, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about July 19, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

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

1. Revise **Paragraph I.A.** to extend the term of the Agreement through June 30, 2024 and update available optional extensions; and
2. Revise **Paragraph III.B.1.** to:
 - a. Add funding in the amount of \$400,000 for Fiscal Year (FY) 2022-23; and
 - b. Add funding in the amount of \$400,000 for FY 2023-24; and
 - c. Update the contract maximum to \$2,145,000; and
3. Revise **Paragraph III.B.2.** to update the available optional extensions and lifetime maximum; and
4. Revise **Section XVI. of Exhibit D** to rename section and update insurance requirements; and
5. Revise **Paragraph XXX.B. of Exhibit D** to revise language; and
6. Revise **Exhibit F** to update county contacts for security breaches.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph I.A.** of the Agreement is amended to read as follows:

A. The term of this Agreement shall be from **July 1, 2020 through June 30, 2024** 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”).

2. Paragraph III.B.1. of 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, 2024** shall be no greater than **TWO MILLION ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,145,000)** specified as follows:

FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	Total
\$520,000	\$425,000	\$800,000	\$400,000	\$2,145,000

3. Paragraph III.B.2. of 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. 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 2024-25	On or before June 30, 2025	Less than or equal to \$400,000	Less than or equal to \$2,545,000

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **TWO MILLION FIVE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,545,000)**, 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.

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

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

- 1.** Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 - a.** Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - b.** Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - c.** Workers’ Compensation and Employers’ Liability: Workers’ Compensation insurance as required by the State of California and Employers’ Liability.

- or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the

- E. Contract Documents.** Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.**

5. Paragraph XXX.B. of Exhibit D to the Agreement 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.

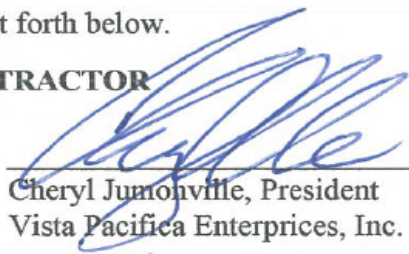
- 6. Exhibit F to the Agreement is hereby amended to read as attached.**
- 7. All attachments to this Sixth Amendment are incorporated herein by this reference.**
- 8. Except as specifically amended by this Sixth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.**

[Signatures Follow]

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

CONTRACTOR

By: 
Cheryl Jumonville, President
Vista Pacifica Enterprises, Inc.

Date: 4/20/2023

COUNTY OF YOLO

By: _____
Oscar E. Villegas, 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

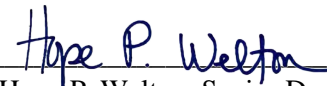
By: 
Hope P. Welton, Senior Deputy

EXHIBIT 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. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org and
 2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and
 3. Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.org, and
 4. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.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.