

BOS No. Orig. 20-244; Amd2 21-235
Infor Legacy PO No. 3778
Infor 11 Contract No. 534
Infor Ref No. 4040-2020-UCD 01
UCD Agreement No. S18-00349V 2836 Amd No. 4

FOURTH AMENDMENT

This Fourth Amendment (“Fourth Amendment”) to Agreement No. 20-244, otherwise known as Infor 11 Contract No. 534, also known as UCD Agreement No. S18-00349V 2836 (“the Agreement”), 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 The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows.

WHEREAS, on or about September 30, 2020, the Parties entered into the Agreement No. 20-244; and

WHEREAS, on or about July 12, 2021, the Parties amended the Agreement via the First Amendment; and

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

WHEREAS, on or about June 6, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about July 12, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option letter #1; and

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

1. Revise **Section I.** to take the final option year, extending the agreement through June 30, 2024; and
2. Revise **Paragraph III.B.** to reflect the current term and reduce FY23-24 funding by \$133,231; and
3. Revise **Paragraph I.A.4. of Exhibit B** to update the budget for FY23-24; and
4. Revise **Paragraphs XVII.A. and B. of Exhibit C** to update contact information; and
5. Add **Exhibit F Business Associate Agreement Addendum.**

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

I. TERM

The term of this Agreement shall be **July 9, 2019 through June 30, 2024** unless sooner terminated as provided in this Agreement.

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

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **ONE MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND THIRTY DOLLARS (\$1,257,030)** specified as follows:

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	FY 2019-21 July 9, 2019 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
Training/Outreach and Clinical Assessments/ Evaluations	\$85,800	\$0	\$0	\$0	\$85,800
Full Array of Direct FEP Clinical Services (Individual Client)	\$21,535	\$21,535	\$21,535	\$0	\$64,605
FEP Program Services	\$0	\$406,107	\$406,107	\$294,411	\$1,106,625
Total	\$107,335	\$427,642	\$427,642	\$294,411	\$1,257,030

3. Paragraph I.A.4. of Exhibit B of the Agreement is hereby amended to read as follows:

4. Fiscal Year (FY) Budget July 1, 2023 through June 30, 2024

The Regents of the University of California Davis			
EDAPT (FEP) Services			
Fiscal Year 2023-24 July 1, 2023 through June 30, 2024			
Cost Items			
a.	<i>FEP Program Services</i>		
	1.	Personnel (Salary, Benefits, and Payroll Taxes)	\$218,220
	2.	Operating	\$8,250
	3.	Indirect (30%)	\$67,941
	4.	Subtotal of FEP Program Services	\$294,411
b.	<i>Full Array of Direct FEP Clinical Services (Individual Client)</i>		\$0
Total Costs			\$294,411
Funding			
a.	MHBG FEP Set Aside		\$200,818
b.	American Rescue Plan Act (ARPA) FEP Set-Aside		\$93,593
Total Funding			\$294,411

4. Paragraphs XVII.A. and B. of Exhibit C of 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:

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Contractor: The Regents of the University of California on behalf of
UC Davis Health
Attn: UC Davis Health Contracts
Health Administrative Services Building
10850 White Rock Road
Rancho Cordova, CA 95670
(Reference Agreement No. S18-00349V 2836)

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, 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: Contractual matters (Reference Agreement No. S18-00349V 2836):
Pakou Vang, Contracts Officer, UC Davis Health Contracts
pkvang@ucdavis.edu

Operational matters: Timothy Weber, Finance Manager,
UC Davis Department of Psychiatry & Behavioral Sciences
tjweber@ucdavis.edu

County:

Contract Unit: HHSAContracts@yolocounty.org

Contract Administrator: Julie.freitas@yolocounty.org & kerrie.covert@yolocounty.org

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

6. 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.

[Signatures Follow]

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

CONTRACTOR

COUNTY OF YOLO

By _____
Erick Jenkins, JD, MS
Manager of UC Davis Health Contracts
UC Davis Health

By _____
Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
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*
Hope P. Welton, Senior Deputy

EXHIBIT F

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BUSINESS ASSOCIATE AGREEMENT ADDENDUM.

RECITALS

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) is for the County of Yolo (“the County”) and The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health (“Contractor”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws. This Addendum applies to the “Business Associate” (as such term is defined under 45 C.F.R. § 160.103) functions Contractor will perform on behalf of the County (“Services”) identified in Exhibit A, Scope of Work, of the Underlying Agreement (as such term is defined below).
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.
 - (a) Business Associate. “Business Associate” shall mean Contractor with whom the County is contracting with for Services.
 - (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement for Mental Health Services and Training, under Contractor Agreement No. 20-244, otherwise known as Infor 11 Contract No. 534, and Contractor Agreement No. S18-00349V 2836, executed between the County and the Business Associate, to which this Addendum is attached and incorporated.
 - (c) Covered Entity. “Covered Entity” shall mean the covered components of the County hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement, Business Associate will provide the Services delineated in Exhibit A, Scope of Work, of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

Except as otherwise specified herein, Business Associate will be given access to the County’s Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County’s AVATAR Practitioner ID enrollment process. Business Associate agrees to abide by all County policies and procedures regarding AVATAR to the extent applicable to Business Associate’s Services under the

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Underlying Agreement. Business Associate may only access Avatar and make use of it in order to perform its obligations under the Underlying Agreement between the parties.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI) disclosed, other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement, if applicable.
- (d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for breaches involving Social Security Numbers and within five (5) business days for all other security breaches as defined in 45 CFR §164.304, and for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to:
 - (i) Herbert Lester, Yolo County Privacy Officer-Risk Manager/Safety Officer at herbert.lester@yolocounty.org, and
 - (ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
 - (iii) Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.org; and
 - (iv) Katherine Barrett, HHS Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.org

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Breach; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the Underlying Agreement or any applicable State or Federal reporting requirements.

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- (e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity pursuant to the Underlying Agreement, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.
- (f) Provide access, at the reasonable request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (g) Make any reasonable amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the reasonable time and manner designated by Covered Entity.
- (h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity pursuant to the Underlying Agreement available to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a reasonable time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (j) Provide to Covered Entity or an individual, in the reasonable time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity pursuant to the Underlying Agreement, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

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(n) Business Associate will ensure than any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify the County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures (to the extent applicable to the Services) Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

3. Obligations of Covered Entity.

Covered Entity shall:

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Business Associate may use or disclose the PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the Underlying Agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered

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Entity pursuant to the Underlying Agreement, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon the County’s knowledge of a material breach by Business Associate of the provisions of this Addendum, the County may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity pursuant to the Underlying Agreement. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions, Exhibit C, of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

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- (e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.
- (f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.
- (g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- (h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.