

BOS No. Amd1 #20-191; Amd3 #21-211; Amd4 #22-108; Amd6 #23-90; Amd8 #24-27
Infor Contract No. 2018
Legacy Infor PO No. 3646
Legacy Infor Ref No. 2020-2021-VPE 01

TENTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)

This Tenth Amendment to Agreement No. PO 3646, otherwise known as CN 2018 (“Tenth Amendment”), is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Vista Pacifica Enterprises, Inc. (“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, on or about May 9, 2023, the Parties further amended the Agreement via the Sixth Amendment; and

WHEREAS, on or about September 23, 2023, the Parties further amended the Agreement via the Seventh Amendment; and

WHEREAS, on or about January 9, 2024, the Parties further amended the Agreement via the Eighth Amendment; and

WHEREAS, on or about May 6, 2024, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about May 8, 2024, the Parties further amended the Agreement via the Ninth Amendment; and

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

1. Revise **Paragraph III.B.** to add funding in the amount of \$646,892 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$3,891,892; and
2. Revise **Section IV.** to rename the section and update County signing authority; and
3. Revise **Paragraph I.E** of **Exhibit C** to update County email address; and
4. Revise **Paragraph IV.B.2.** of **Exhibit D** to update County email address; and
5. Revise **Paragraph IV.D.** of **Exhibit D** to update County email address; and
6. Revise **Paragraph IV.E.2.** of **Exhibit D** to update County email address; and

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7. Revise **Paragraph IV.F. of Exhibit D** to update County email address; and
8. Revise **Section XVI. of Exhibit D** to rename section and update County insurance requirements; and
9. Revise **Paragraphs XVIII.A. and B. of Exhibit D** to update County contacts and email addresses; and
10. Revise **Section XXVI. of Exhibit D** to update reference to County signing authority; and
11. Revise **Section III. of Exhibit F** to update County email addresses and contact for the County’s Risk Manager; and
12. Revise **Exhibit G** to add timeline for submissions and add email addresses; and
13. Revise **Paragraph I.A.3. of Exhibit H** to update County email addresses; and
14. Revise **Paragraph I.B.3. of Exhibit H** to update County email addresses; and
15. Revise **Paragraph I.C.3. of Exhibit H** to update County email addresses.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Paragraph III.B.** of the Agreement is amended to read as follows:

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025**, shall be no greater than **THREE MILLION EIGHT HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$3,891,892)** 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	FY 2024-25 July 1, 2024 through June 30, 2025	Total
\$520,000	\$425,000	\$800,000	\$1,100,000	\$1,046,892	\$3,891,892

2. **Section IV.** of the Agreement is hereby amended to read as follows:

IV. SPECIFIC COUNTY AUTHORITY

1. **Director’s Authority:** The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III. of the Agreement. The Director may also issue any other general notices regarding the administration of this Agreement.
2. **County Procurement Manager’s Authority:** The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with this Agreement.

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3. Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

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

E. Claims for payment may be submitted to the county in an electronic format at HHSA.AccountsPayable@yolocounty.gov. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Account Payable

4. **Paragraph IV.B.2. of Exhibit D** to the Agreement is hereby amended to read as follows:

2. Practitioner ID Request Form

A complete Practitioner ID Request Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at <https://npiregistry.cms.hhs.gov/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application, and the staff must meet the minimum regulatory requirements set forth in the California Code of Regulations, 9 CCR § 630, which states:

§ 630. Mental Health Rehabilitation Specialist.

A mental health rehabilitation specialist shall be an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post-associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting. (9 CCR § 630).

The Practitioner ID Request form and accompanying documentation must be submitted to Yolo County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to HHSAQualityManagement@yolocounty.gov.

5. **Paragraph IV.D. of Exhibit D** to the Agreement is hereby amended to read as follows:

- D. Performance Outcome Measures (POM) Report:** (See Exhibit G to this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with

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the Federal and State requirements. Contractor shall make these data and reports available to the County, as specified in Exhibit G to this Agreement.

Submit the Performance Outcome Measures electronically via email to HHSAQualityManagement@yolocounty.gov.

6. Paragraph IV.E.2. of Exhibit D to the Agreement is hereby amended to read as follows:

2. End of Year Report: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to HHSA.accounts payable@yolocounty.gov.

7. Paragraph IV.F. of Exhibit D to the Agreement is hereby amended to read as follows:

F. Fiscal Year Annual Reports

1. Annual Training Report

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year.

2. Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report. Due date: November 30, following the completion of a fiscal year.

3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)

Due date: July 31, following the completion of a fiscal year.

4. Certified Mental Health Cost Report

Due date: October 31, following the completion of a fiscal year.

5. Certified Audited Financial Reports

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent electronically via email to HHSAQualityManagement@yolocounty.gov.

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Cost Report

8. 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:

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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.
 - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).
 - d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*
 - a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

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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 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 County in the same manner and to the same extent as Contractor is bound to County under the Agreement 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 County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E. 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, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

9. Paragraphs XVIII.A. and 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 Pacific 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, 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:

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Contractor:

cjmonville@vistapacificaent.com

County:

Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator: Joni.Lara-Jimenez@yolocounty.gov

10. Section XXVI. of Exhibit D to the Agreement is hereby amended to read as follows:

XXVI. AMENDMENT

Except as provided under Section IV. of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations set forth in the State Contract(s), including any applicable Medicaid laws and regulations or sub-regulatory guidance; or to reflect any changes to same.

11. Section III. of Exhibit F to the Agreement is hereby amended to read as follows:

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. Stacy Leasure, County's Risk Manager/Safety Officer stacy.leasure@yolocounty.gov and Risk.Mgmt@yolocounty.gov; and
2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.gov; and
3. Charles Egbert, HHSa Privacy Officer at Charles.Egbert@yolocounty.gov; and
4. Katherine Barrett, HHSa Behavioral Health Compliance Officer at HHSa.BHCompliance@yolocounty.gov.

12. Exhibit G to the Agreement is hereby amended to read as attached.

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

3. Information regarding the Disclosures of 5% or More Ownership Interest shall be emailed to HHSa.BHCompliance@yolocounty.gov and HHSaQualityManagement@yolocounty.gov

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

3. Information regarding the Disclosures Related to Persons Convicted of Crimes shall be emailed to HHSa.BHCompliance@yolocounty.gov and HHSaQualityManagement@yolocounty.gov

15. Paragraph I.C.3. of Exhibit H to the Agreement is hereby amended to read as follows:

3. Information regarding the Disclosures Related to Business Transactions shall be emailed to HHSa.BHCompliance@yolocounty.org and HHSaQualityManagement@yolocounty.org

16. All attachments to this Tenth Amendment are incorporated herein by this reference.

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17. Except as specifically amended by this Tenth 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 Tenth Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Cheryl Jumonville
7BB435A1B5A0415...
Cheryl Jumonville, President
Vista Pacifica Enterprises, Inc.

Date: 3/4/2025

Mary Vixie Sandy, Chair
Board of Supervisors

Date: _____

Signed by:
Nolan Sullivan
E4792BA1C9414D9...
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 G – PERFORMANCE MEASURES

Adult Inpatient MH Services: IMD/MHRC		Vista Pacifica	Cheryl Jumonville
PROGRAM PURPOSE STATEMENT	To provide licensed residential IMD or MHRC placements for adult Yolo County clients with serious mental illness (SMI), to improve consumer functioning and support re-integrate back into the community.		
PROGRAM INFORMATION	Vista Pacifica provides 24-hour skilled nursing care and clinical services in a residential setting for Yolo County SMI consumers with the eventual goal of a return to community-based placements, wherever possible.		
PM1: HOW MUCH DID WE DO?			
1.1	# of unduplicated Yolo County clients served annually (broken down by age, gender, race/ethnicity, veterans-status, and disability-status).		
1.2	Total # of bed days utilized annually by Yolo County clients.		
PM2: HOW WELL DID WE DO IT?			
2.1	Mean and median length of Yolo County client stay (in days) at facility in the past year.		
2.2	# and % of Yolo County clients who returned to the community within 6 months of facility admission.		
2.3	# and % of Yolo County clients who returned to the community within 12 months of facility admission.		
PM3: IS ANYONE BETTER OFF?			
3.1	# and % of Yolo County clients discharged from the facility to a lower level of care from the facility in the last year. (HHSA responsibility)		
3.2	# and % of Yolo County clients who experience one or fewer acute psychiatric hospital stays during the placement at the facility in the last year.		

A. Performance Measures Reports are due Quarterly as follows:

- Submit October 30th for the period of July 1st through September 30th
- Submit January 31st for the period of October 1st through December 31st
- Submit April 30th for the period of January 1st through March 31st
- Submit July 31st for the period of April 1st through June 30th

B. Contractor shall submit the Performance Outcome Measures report electronically via email to

HHSAQualityManagement@yolocounty.gov and sajana.budhathoki@yolocounty.gov