

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

This Seventh Amendment to Agreement No. 19-242, otherwise known as PO 2425 (“Seventh 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 Willow Glen Care Center, a non-profit 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 August 14, 2017, the Parties entered into Agreement No. PO 2425 (Agreement); and

WHEREAS, on or about June 11, 2018, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about November 19, 2019, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about March 12, 2020, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 19, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about August 4, 2020, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about January 19, 2021, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about April 23, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about August 31, 2021, the Parties further amended the Agreement via the Sixth Amendment; and

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

1. Revise **Paragraph III.B1.** to add funding in the amount of \$122,000 for Fiscal Year (FY) 2021-22 for a new contract maximum of \$4,388,111; and
2. Revise **Exhibit A** to add **Scope A.3** for LPS Evaluations; and
3. Revise **Paragraph I.C. of Exhibit B** to update DMH Letter No.; and
4. Add **Paragraph I.E.4. to Exhibit C** to include rates for LPS Evaluations; and
5. Revise **Section II. of Exhibit D** to update frequency of employee verification; and
6. Revise **Section V. of Exhibit D** to correct typographical error in paragraph numbering and update language regarding audits; and
7. Revise **Section IX. of Exhibit D** to update language regarding confidentiality; and
8. Revise **Paragraphs XVIII.A. and B. of Exhibit D** to update contact information for notices.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph III.B1.** of the Agreement is hereby amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **FOUR MILLION THREE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED ELEVEN DOLLARS (\$4,388,111)** specified as follows:

FY 2017-18 July 1, 2017 through June 30, 2018	FY 2018-19 July 1, 2018 through June 30, 2019	FY 2019-20 July 1, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	Total
\$450,000	\$450,000	\$816,111	\$1,275,000	\$1,397,000	\$4,388,111

2. **Scope A.3** is hereby added to **Exhibit A** to read as attached.

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

C. Contractor is subject to DMH Letter No. 18-019 dated 4-24-18 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

1. MHPs must ensure that both the Office of Inspector General’s Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.

2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General’s Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services (“DHCS”) to impose administrative sanctions to their providers or contractors within three months of receiving this notice

4. **Paragraph I.E.4** is hereby added to Exhibit C to read as follows:

4. In addition to the rates set forth above, County shall pay Contractor for psychiatrist completion of any Lanterman-Petris-Short (LPS) Act (re)evaluations and associated affidavits (specified in Exhibit A.3) as follows:

Reimbursement for LPS evaluations/affidavits completed not to exceed \$200.00 per evaluation.

5. **Section II.** of **Exhibit D** is hereby amended to read as follows:

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses,

certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

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

If the Contractor is unable to certify to any of the statements in this section the Contractor shall submit an explanation to the Director, prior to executing this Agreement. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

E. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

F. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

6. **Section V.** of **Exhibit D** is hereby amended to read as follows:

V. AUDITS

A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees,

to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records are defined in Section III.A., above.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. 1. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

2. In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of California Welfare and Institutions Code Section 814718, shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to California Welfare and Institutions Code against any funds held by the County on behalf of the Contractor. Method of repayment is detailed in Exhibit C.

7. **Section IX. of Exhibit D** 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

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

XVIII. NOTICE

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: Willow Glen Care Center
 1547 Plumas Court
 Yuba City, CA 95991
 Jeff Payne, Executive Director

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: jpayne@wgcc.us

County:

Contracts Unit HHSAContracts@YoloCounty.org

Contract Administrator Mila.Green@yolocounty.org

9. Any and all attachments to this Seventh Amendment are incorporated herein by this reference.

10. Except as specifically amended by this Seventh Amendment, the Agreement shall remain in full force and effect according to its terms.


[Signatures Follow]

//

//

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

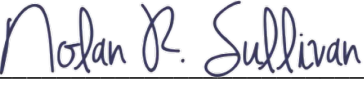
CONTRACTOR

By 
Jeff Payne, Executive Director
Willow Glen Care Center

Date: 5/10/22

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan, Interim 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

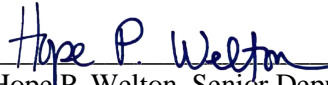
By: 
Hope P. Welton, Senior Deputy

EXHIBIT A.3 – SCOPE OF SERVICES

Lanterman-Petris-Short (LPS) Act Evaluation and Affidavit Scope

- A. Annually, an examining Physician, Psychiatrist, or Psychologist must reassess each Yolo County client placed on a LPS (or Murphy) conservatorship to confirm and/or address the following in a court affidavit:
 - 1. Conservatee remains gravely disabled due to mental illness and therefore is unable to develop a realistic plan to provide for their food, clothing and shelter;
 - 2. Whether the conservatee has been found mentally incompetent under Penal Code Section 1370;
 - 3. Whether the conservatee can or will accept psychiatric treatment voluntarily, and as a result where they should be placed; and
 - 4. Which rights the conservatee should retain and which to be revoked.
- B. In most instances, such annual reassessments and affidavit completions occur for Yolo County clients at their current placement, such as Willow Glen Care Center.