

**FIFTH AMENDMENT
(BOS AGREEMENT NO. _____)**

This Fifth Amendment to Agreement No. 18-218 (“Fifth Amendment”) is made and entered into as of the last date signed below herein by and between the County of Yolo, a political subdivision of the State of California (“County”) and BHC Heritage Oaks Hospital, Inc., dba Heritage Oaks Hospital, a Tennessee Corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties”, as stated below.

WHEREAS, on or about October 9, 2018, the Parties entered into Agreement No. 18-218 (Agreement); and

WHEREAS, on or about July 18, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 24, 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 December 15, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 29, 2021, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about November 16, 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 January 13, 2022, the Parties further amended the Agreement via the Fourth 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 September 30, 2022; and
2. Revise **Paragraph III.B.1 and III.B.2.** to increase funding in the amount of \$174,000 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$3,124,537 and add three 1-month optional extensions; and
3. Revise **Paragraph C of Exhibit B** to update the Department of Mental Health (DMH) Info Notice No. and Date; and
4. Revise **Section II. of Exhibit D** to update the frequency of employment verifications; and
5. Revise **Section III. of Exhibit D** to update language regarding record retention; and
6. Revise **Paragraph V.C. of Exhibit D** to update audit requirements; and
7. Revise **Section XVIII. of Exhibit D** to update contact information; and
8. Revise **Exhibit E** to add budget for FY 2022-23 and optional extensions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

A. The term of this Agreement shall be from **June 1, 2018 through September 30, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for three (3) additional one (1) 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 and III.B.2. 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 **December 31, 2021** shall be no greater than **THREE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS (\$3,124,537)** specified as follows:

	FY 17-18 June 1, 2018 through June 30, 2018	FY 18-19 July 1, 2018 through June 30, 2019	FY 19-20 July 1, 2019 through June 30, 2020	FY 20-21 July 1, 2020 through June 30, 2021	FY 21-22 July 1, 2021 through June 30, 2022	FY 22-23 July 1, 2022 through Sep 30, 2022	Total Contract Maximum
One Time Start Up Costs	\$58,737	NA	NA	NA	NA	NA	
24/7 Behavioral Health Access Line (Scope A.1)	NA	\$573,244	\$573,244	\$601,902	\$602,000	\$149,640	
Law Enforcement After Hours Crisis Response (Scope A.2) (effective 7/1/2018 through 6/30/2020)	NA	\$177,656	\$177,656	NA	NA	NA	
Crisis Navigation (Scope A.2) (effective 7/1/2020)	NA			\$93,098	\$93,000	\$24,360	
Hospital & Emergency Room After Hours Crisis Response (Scope A.3)	NA			NA	NA	NA	
Total per Fiscal Year	\$58,737	\$750,900	\$750,900	\$695,000	\$695,000	\$174,000	
Total Contract Maximum							

B.2. Option Months: The County may exercise its option to extend the term of the Agreement pursuant to Section 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. 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 Month/ Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY October 2022-23	On or before October 31, 2022	Less than or equal to \$57,920	Less than or equal to \$3,182,457
OM/FY November 2022-23	On or before November 30, 2022	Less than or equal to \$57,920	Less than or equal to \$3,240,377
OM/FY December 2022-23	On or before December 31, 2022	Less than or equal to \$57,920	Less than or equal to \$3,298,297

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the total contract maximum exceed the amount of **THREE MILLION TWO HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS (\$3,298,297)**, 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. The first sentence of Section I, **Paragraph C. of Exhibit B** of the Agreement 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:
4. **Section II. of Exhibit D** of the Agreement 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.

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

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

C. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit B. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

- D.** All client records shall be kept for whichever time period listed below is longer:
1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
 2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
 3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
 4. until the client's 28th birthday, if the patient was treated and discharged while they were a minor; or
 5. if the client was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.
- E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.
- G.** Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.
- H.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

6. Paragraph V.C. of Exhibit D of the Agreement is hereby amended to read as follows:

- 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 XVIII.** of **Exhibit D** of the Agreement is 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: BHC Heritage Oaks Hospital
4250 Auburn Blvd.
Sacramento, CA 95841
Mike Zauner, Chief Executive Officer

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 using email provided the following email addresses are used:

Contractor: Martin.gutierrez@uhsinc.com

County:

Contracts Unit HHSAContracts@YoloCounty.org

Contract Administrator Mila.Green@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

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

9. Any and all attachments to this Fifth Amendment are incorporated into this Amendment by the reference above.

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

Signatures Follow

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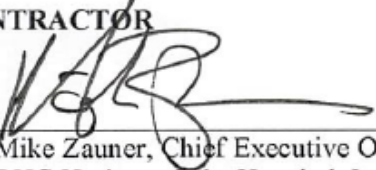
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IN WITNESS WHEREOF the Parties have executed this Fifth Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

By 
Mike Zauner, Chief Executive Officer
BHC Heritage Oaks Hospital, Inc.
Date: 5/27/22

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:

By 
Philip J. Pogledich, County Counsel

EXHIBIT E – CONTRACT BUDGET

Training and Operating Expense

**After-Hours Assessment & ACCESS Line Services
June 2018**

EXPENDITURE		BUDGET
Staff Training Cost		
Salaries		
Managers		7,500
Orientation w/Law Enforcement		3,520
Access Line Training		3,520
Avatar Training		1,760
Documentation Training		3,520
NEO		18,480
MAT Protocols (SOP)		7,040
Benefits		5,747
Subtotal Staff Training Costs		51,087
Operating		
2 Computers, 1 Laptop		3,500
Desk & Chairs		1,100
Phone Bundle		3,000
Cell		50
Subtotal Operating Costs		7,650
	TOTAL EXPENDITURE	58,737

EXHIBIT E – CONTRACT BUDGET

**24/7 Access and Crisis Line Budget (Scope of Service A.1)
effective July 1, 2018**

YOLO ACCESS LINE 24/7		Total Budget Per Fiscal Year	Monthly Average Budget
EXPENDITURE			
Treatment Cost			
Personnel			
Salaries		450,828	37,569.00
Benefits		64,540	5,378.33
Subtotal Personnel		515,368	42,947
Operating			
Utilities		2,400	200
Office space and janitorial		14,400	1200
Supplies		1,200	100
Travel .544/mile		-	0
License/Fees		1,200	100
Communication (Service related costs, Internet phone rental)		3,600	300
Information Technology and Support/Maintenance		2,400	200
Staff Training: Ongoing (Annual, Replacement Hires, Quarterly Yolo Co Documentation Standards)		1,210	101
Medical/Psychiatric On-call Supervision		18,000	1,500
Ongoing Recruitment, Hiring, Marketing		2,400	200
Subtotal Operating		46,810	3,901
Direct to Clients			
Client Food		N/A	N/A
Client Transportation		N/A	N/A
Client Incentives		N/A	N/A
Subtotal Direct to Clients		0	0
Total Treatment Cost		562,178	46,848
Non Treatment Costs			
Administrative: Senior Executive/Finance Management		11,066	922
Subtotal Non Treatment Cost		11,066	922
TOTAL EXPENDITURE		573,244	47,770
County Contract		573,244	47,770
Fees Collected		0	0
TOTAL REVENUE		573,244	47,770
Personnel Details	Position	Budget FTE	Sal & Ben
	Manager	0.3	32,000
	Access Line Staff	5.8	483,368
	TOTAL	6.1	515,368

EXHIBIT E – CONTRACT BUDGET

**24/7 Access and Crisis Line Budget (Scope of Service A.1)
effective July 1, 2020**

Heritage Oaks Hospital – Access Line & Crisis Navigation FY2020-21		
Services – Scope A1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 – June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$511,616.70
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$90,285.30
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$601,902.00

**24/7 Access and Crisis Line Budget (Scope of Service A.1)
effective July 1, 2021 through June 30, 2022**

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope A1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 – June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$524,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$78,000
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$602,000

EXHIBIT E – CONTRACT BUDGET

**24/7 Access and Crisis Line Budget (Scope of Service A.1)
July 1, 2022 through September 30, 2022**

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope A1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 – September 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$134,676
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$14,964
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$149,640

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope A1: 24/7 Access and Crisis		
	Cost Items	Option Months for October, November and December 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$44,852
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$4,988
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$49,840

EXHIBIT E – CONTRACT BUDGET

**Law Enforcement After Hours Crisis Response (Scope of Services A.2) &
Hospital and Emergency After Hours Crisis Response (Scope of Services A.3)
effective July 1, 2018 through June 30, 2020**

YOLO LAW ENFORCEMENT RESPONSE and YOLO ED RESPONSE	Total Budget per Fiscal Year	Monthly Average Budget	
EXPENDITURE			
Treatment Cost			
Personnel			
Salaries	127,868	10,655.67	
Benefits	10,000	833.33	
Subtotal Personnel	137,868	11,489	
Operating			
Utilities	0	0	
Office space and janitorial	-	0	
Supplies	2,400	200	
Travel .544/mile	11,934	995	
License/Fees	-	0	
Communication (Internet phone rental)	-	-	
Information Technology and Support	-	0	
Staff Training: Ongoing (Annual, Replacement Hires, Quarterly Yolo Co	2,420	202	
Ongoing Recruitment, Hiring, Marketing	-	-	
Subtotal Operating	16,754	1,396	
Direct to Clients			
Client Food	N/A	N/A	
Client Transportation	N/A	N/A	
Client Incentives	N/A	N/A	
Subtotal Direct to Clients	0	0	
Total Treatment Cost	154,622	12,885	
Non Treatment Costs			
Executive/Finance/Psychiatric Management	23,034	1,920	
Subtotal Non Treatment Cost	23,034	1,920	
TOTAL EXPENDITURE	177,656	14,805	
County Contract	177,656	14,805	
Fees Collected	0	0	
TOTAL REVENUE	177,656	14,805	
Personnel Details	Position Title	Budget FTE	Sal & Ben
Manager LE		1.0	32,000
Manager ED		1.0	32,000
Access Line Staff		-	0
ED Therapists and Per Diem		-	36,934
LE Therapist and Per Diem		-	36,934
TOTAL		2.0	137,868

EXHIBIT E – CONTRACT BUDGET

Crisis Navigation (Scope of Services A.2)
effective July 1, 2020

Heritage Oaks Hospital – Access Line & Crisis Navigation FY2020-21		
Services – Scope 2: Crisis Navigation		
	Cost Items	Fiscal Year 2020-21 7/1/2020 – 6/30/2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$79,133.30
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$13,964.70
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$93,098.00

Crisis Navigation (Scope of Services A.2)
effective July 1, 2021 through June 30,2022

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope 2: Crisis Navigation		
	Cost Items	Fiscal Year 2021-22 7/1/2021 – 06/30/2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$81,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$12,000
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$93,000

EXHIBIT E – CONTRACT BUDGET

**Crisis Navigation (Scope of Services A.2)
July 1, 2022 through September 30, 2022**

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope 2: Crisis Navigation		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through September 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$21,924
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$2,436
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$24,360

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope 2: Crisis Navigation		
	Cost Items	Option Months for October, November, and December 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$7,268
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$812
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$8,080