

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

This Seventh Amendment to Agreement No. 18-218 (“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 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,” herein and who agree 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, on or about June 7, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about August 5, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, on or about December 29, 2022, 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.B.** to increase funding for Scope A.1 in the amount of \$15,050 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$3,660,587; and
2. Revise **Paragraph II.E4. of Exhibit C** to revise rate effective January 1, 2023; and
3. Revise **Section XVI. of Exhibit D** to update insurance requirements; and
4. Revise **Exhibit E** to update the budget for Scope A.1 for FY 2022-23.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

//

1. 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, 2023** shall be no greater than **THREE MILLION SIX HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS (\$3,660,587)** 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 June 30, 2023	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	\$617,050	
Law Enforcement After Hours Crisis Response (Scope A.2) <i>(effective 7/1/2018 through 6/30/2020)</i>	NA	\$177,656	\$177,656	NA	NA	NA	
Crisis Navigation (Scope A.2) <i>(effective 7/1/2020)</i>	NA			\$93,098	\$93,000	\$93,000	
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	\$710,050	
Total Contract Maximum							

//

//

2. **Paragraph II.E4.** of Exhibit C to the Agreement is hereby revised to read as follow:

E4. County shall pay Contractor based on the interim rates specified below for services provided in accordance with the provisions of this Agreement. Contractor will cost settle with County based on actual program cost. Should the amount due to Contractor be less than the amount paid, Contractor shall promptly repay County any balance due, per Sections F and L below. County may offset the balance due against any other amount owed by County to Contractor under this or any other agreement.

Rates Effective Fiscal Year 2020-21

Service Code	Description	Rate/Unit
T1017	Targeted Case Management	\$2.02/minute
90839	Crisis Intervention	\$3.97/minute
90839	Crisis Intervention	\$4.57/minute <i>(rate effective January 1, 2023)</i>

The use of any the service codes specified in Section (II)(E) is subject to change in accordance with changes in Federal, State or County guidelines.

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

XVI. PUBLIC LIABILITY AND PROPERTY DAMAGE 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 Contract, 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 in 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.]

b. Primary Coverage – Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before 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 County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that 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 Contractor changes to a new carrier prior to receipt of any payments due.

6. 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, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by 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 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, 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 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.

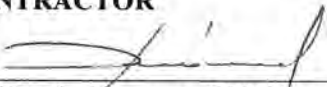
D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the 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 Contract 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.

4. **Exhibit E** to the Agreement is hereby amended to read as attached.
5. All attachments to this Seventh Amendment are incorporated herein by this reference.
6. Except as specifically amended by this Seventh 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 Seventh Amendment as of the day and year last set forth below.

CONTRACTOR

By: 
Yannis Angouras, Chief Executive Officer
BHC Heritage Oaks Hospital, Inc.

Date: 4/7/2023

COUNTY OF YOLO

By: _____
Oscar 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

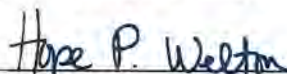
By: 
Hope P. Welton, Senior Deputy

EXHIBIT 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			
<u>Treatment Cost</u>			
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 through June 30, 2021

Heritage Oaks Hospital – Access Line & Crisis Navigation FY2020-21		
Services – Scope A.1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through 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 A.1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through 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

24/7 Access and Crisis Line Budget (Scope of Service A.1)
effective July 1, 2022 through June 30, 2023

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope A.1: 24/7 Access and Crisis		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$537,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$80,050
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Total	\$617,050

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 through June 30, 2021**

Heritage Oaks Hospital – Access Line & Crisis Navigation FY2020-21		
Services – Scope 2: Crisis Navigation		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 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 July 1, 2021 through June 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

**Crisis Navigation (Scope of Services A.2)
effective July 1, 2022 through June 30, 2023**

Heritage Oaks Hospital – Access Line & Crisis Navigation		
Services – Scope 2: Crisis Navigation		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
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