

BOS No. Orig #19-230; Amd1 #21-02; Amd2 #21-132; Amd3 #21-258; Amd4 #22-123
Infor Legacy PO No. 3435
Infor 11 Contract No.
Infor Ref No. 2020-2020-BSV 01

SIXTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)

This Sixth Amendment to Agreement No. 19-230 (“Sixth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and BHC Sierra Vista Hospital, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about November 5, 2019, the Parties entered into Agreement No. 19-230 (“Agreement”); and

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

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

WHEREAS, on or about October 26, 2021, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about March 24, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about June 7, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about January 10, 2023, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about June 7, 2023, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

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

1. Revise **Paragraph I.A.** to reflect the current term of the Agreement; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$221,600 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$2,626,250; and
3. Revise **Section XVI.** of **Exhibit D** to rename section and update County Insurance requirements.

NOW, THEREFORE, THE PARTIES HEREBY AGREE 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 **July 1, 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 **TWO MILLION SIX HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,626,250)**, specified as

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 follows:

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	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	Total
\$470,000	\$652,000	\$482,650	\$621,600	\$400,000	\$2,626,250

3. **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:

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

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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.

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

CONTRACTOR

COUNTY

DocuSigned by:

Tami Brooks

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Tami Brooks, Chief Executive Officer
BHC Sierra Vista Hospital, Inc.

Date: 8/17/2023

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:

Nolan Sullivan

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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