

BOS No. Orig. #22-135; Amd1 #23-198; Amd2 #24-99; Amd3 #24-158; Amd3 #24-179
Infor Legacy No. 4392
Infor Contract No. 1039
Infor Ref No. 2020-2023-WGC 01

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

This Fifth Amendment to Agreement No. 22-135 (“Fifth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Willow Glen Care Center (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 28, 2022, the Parties entered into Agreement No. 22-135 (“Agreement”); and

WHEREAS, on or about July 25, 2023, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about March 26, 2024, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 4, 2024, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 26, 2024, 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 II.C.** to update County email address; and
2. Revise **Paragraph III.B.1.** to add funding in the amount of \$42,427.97 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$4,494,591.33; and
3. Revise **Paragraph III.B.2.** to update the lifetime maximum; and
4. Revise **Paragraph III.E. of Exhibit B** to update County email address; and
5. Revise **Section IV. of Exhibit B** to update County email address; and
6. Revise **Paragraph VIII.B.2. of Exhibit B** to update County email address; and
7. Revise **Paragraph II.E. of Exhibit C** to update County email address; and
8. Revise **Paragraph IV.C. of Exhibit D** to update County email address; and
9. Revise **Paragraph IV.D. of Exhibit D** to update County email address; and
10. Revise **Paragraph IV.E.4. of Exhibit D** to update County email address; and
11. Revise **Paragraph XVIII.B. of Exhibit D** to update County email addresses; and
12. Revise **Section III. of Exhibit F** to update County 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 II.C.** of the Agreement is hereby amended to read as follows:

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C. Contractor shall also comply with all applicable provisions of the HHS A Mental Health Clinical Documentation Standards Manual 2019 and the HHS A Mental Health Clinical Documentation Companion Guide 2019 (collectively hereinafter referred to as the “Clinical Documentation Guide”), the HHS A Behavioral Health Compliance Plan; and any and all applicable County policies and procedures. The Contractor has accessed and reviewed all of these documents, which are available to the Contractor at website <http://www.yolocounty.org/health-human-services>, and are incorporated herein by this reference. Contractor may also send an email to Health and Human Services Agency (HHS A)-Behavioral Health Quality Management at HHS AQualityManagement@yolocounty.gov to obtain copies of any of these documents.

2. Paragraph III.B.1. 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 **June 30, 2025**, shall be no greater than **FOUR MILLION FOUR HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND THIRTY-THREE CENTS (\$4,494,591.33)** specified as follows:

Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$1,450,000.00	\$1,644,591.33	\$1,400,000.00	\$4,494,591.33

3. Paragraph III.B.2. of the Agreement is hereby amended to read as follows:

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. 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 Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$1,400,000	Less than or equal to \$5,894,591.33
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,400,000	Less than or equal to \$7,294,591.33

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **SEVEN MILLION TWO HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND THIRTY-THREE CENTS (\$7,294,591.33)**, 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.

4. Paragraph III.E. of Exhibit B to the Agreement is hereby amended to read as follows:

E. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <http://www.yolocounty.org/health-human-services/mental-health/mental-health-services>

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1. State DMH Beneficiary Handbook titled "Guide to Medi-Cal Mental Health Services" describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.
2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number 01-07.
3. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
4. County Mental Health Plan Provider Directory.

Contractor may also send an email to Health and Human Services Agency (HHS)A)-Behavioral Health Quality Management at HHSQualityManagement@yolocounty.gov to obtain copies of any of these documents.

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

IV. MEDICAL NECESSITY CRITERIA

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Documentation Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be denied.

Contractor may send an email to Health and Human Services Agency (HHS)A)-Behavioral Health Quality Management at HHSQualityManagement@yolocounty.gov to obtain copies of the Clinical Documentation Guide.

6. **Paragraph VIII.B.2. of Exhibit B** to the Agreement is hereby amended to read as follows:

2. For the purposes of this section, prompt reporting means within 5 business days and to the HHS)A Behavioral Health Compliance Office via email to HHSABHCompliance@yolocounty.gov. Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

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

Claims for payment may be submitted to the county in an electronic format at HHSAAccountsPayable@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:

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

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

C. Performance Outcome Measures (POM) Report: (See Exhibit G of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit G, Performance Measures.

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

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

D. Contract Expenditure Reports

1. Mid-Year Report: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

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 HNSA.AccountsPayable@yolocounty.gov.

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

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

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

3. Certified Mental Health Cost Report (see Section XXX. Cost Settlement, below.)

Due date: October 31, following the completion of a fiscal year (June 30) unless the Agreement is terminated or expires earlier. If the Agreement expires or is terminated before June 30, then the Cost Report is due, no later than forty-five (45) days from the date of the expiration or termination.

4. Certified Audited Financial Reports (see Section V. Audit)

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 Cost Report unless the Agreement is terminated or expires earlier. If the Agreement expires or is terminated before June 30, then the Certified Audited Financial Reports are due, no later than forty-five (45) days from the date of the expiration or termination.

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All annual reports, except for Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent electronically via email to HHSASQualityManagement@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

11. Paragraph XVIII.B. of Exhibit D to the Agreement is hereby amended to read as follows:

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	HHSASContracts@YoloCounty.gov
Contract Administrator	Mila.Green@yolocounty.gov

12. 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. Herbert Lester County Risk Manager/Safety Officer at Herbert.lcster@yolocounty.gov; and
2. Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.gov; and
3. Charles Egbert, HHSAS Privacy Officer at Charles.Egbert@yolocounty.gov; and
4. Katherine Barrett, HHSAS Behavioral Health Compliance Officer at HHSAS.BHCompliance@yolocounty.gov.

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

A. Information regarding the Disclosures of 5% or More Ownership Interest shall be emailed to HHSAS.BHCompliance@yolocounty.gov and HHSASQualityManagement@yolocounty.gov

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

B. Information regarding the Disclosures Related to Persons Convicted of Crimes shall be emailed to HHSAS.BHCompliance@yolocounty.gov and HHSASQualityManagement@yolocounty.gov

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

C. Information regarding the Disclosures Related to Business Transactions shall be emailed to HHSAS.BHCompliance@yolocounty.gov and HHSASQualityManagement@yolocounty.gov

16. 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.

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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

Signed by:



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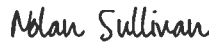
Jeff Payne, Executive Director
Willow Glen Care Center

Lucas Frerichs, Chair
Board of Supervisors

Date: 8/13/2024

Date: _____

Signed by:



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Nolan Sullivan, Director
Health and Human Services Agency

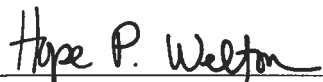
Attest:

Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

Philip J. Pogledich, County Counsel

By: 
Hope P. Welton, Senior Deputy