

BOS No. Amd1 #24-92; Amd2 #24-136  
Infor Contract No. 5151

**THIRD AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Third Amendment to Agreement No. 5151 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Brighter Horizon Group Homes, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about October 5, 2023, the Parties entered into Agreement No. 5151 (“Agreement”); and

**WHEREAS**, on or about March 12, 2024, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about May 7, 2024, the Parties further amended the Agreement via the Second Amendment; and

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

1. Revise **Section I. of Article 1** to extend the term through June 30, 2026 and update available optional extensions; and
2. Revise **Paragraph III.D. of Article 1** to add funding in the amount of \$250,000 for Fiscal Year (FY) 2025-26 for a new contract maximum of \$650,000; and
3. Revise **Paragraph III.E. of Article 1** to update optional extension and lifetime maximum; and
4. Revise **Paragraphs III.A. and III.B. of Article 2.** to update County contact and email addresses; and
5. Revise **Paragraph V.F. of Article 9** to update County email addresses; and
6. Revise **Section IV. of Article 11** to update County email address; and
7. Revise **Paragraph IV.A of Article 12** to update County email address; and
8. Revise **Paragraph III.A.2.a. of Article 15** to update County email address; and
9. Revise **Paragraph III.A.3. of Article 15** to update County email address; and
10. Revise **Paragraphs III.B. and III.C. of Article 15** to update County email addresses; and
11. Revise **Paragraph VI.FF. of Exhibit A** to update County email address; and
12. Revise **Exhibit B.1** to correct section numbering and update County email address; and
13. Revise **Paragraph 2(d) of Exhibit D** to update County Risk Manager and email addresses; and
14. Revise **Exhibit E** to add numbering for ease of reference and update County email addresses.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Section I. of Article 1** of the Agreement is hereby amended to read as follows:

**I. TERM**

The term of this Agreement shall be from **July 1, 2023 through June 30, 2026** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month period on the same

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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 their designee (“Director”).

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

**D.** The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000)**, as follows:

<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	<b>Fiscal Year 2024-25</b> July 1, 2024 through June 30, 2025	<b>Fiscal Year 2025-26</b> July 1, 2025 through June 30, 2026	<b>Total</b>
\$300,000	\$100,000	\$250,000	\$650,000

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

**3. Paragraph III.E. of Article 1 of the Agreement is hereby added to read as follows:**

**E. OPTION PERIODS:** The County may exercise its option to extend the term of the Agreement pursuant to Section I., 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:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$100,000	Less than or equal to \$750,000

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 HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)**, 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. Paragraphs III.A. and III.B. of Article 2 of the Agreement are hereby amended to read as follows:**

**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:**  
 Brighter Horizon Group Homes, Inc.  
 14622 Ventura Blvd, suite 544  
 Sherman Oaks, CA 91403  
 Irina Vayntrub, Chief Operating Officer

**County:**  
 Yolo County Health and Human Services Agency  
 137 N. Cottonwood Street  
 Woodland, CA 95695  
 Attn: HHSA Director

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- B.** In lieu of written notice to the above addresses, any Party may provide notices by email provided the following email addresses are used:

**Contractor:**  
[irina@bhtcinc.org](mailto:irina@bhtcinc.org)

**County:**  
Contracts Unit: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)  
Contract Administrator: [Mary.Yung@yolocounty.gov](mailto:Mary.Yung@yolocounty.gov)

- 5. Paragraph V.F. of Article 9.** of the Agreement is hereby amended to read as follows:

**F.** All disclosures required under this section shall be emailed to [HHSABHCompliance@yolocounty.gov](mailto:HHSABHCompliance@yolocounty.gov), [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov) and the Contract Administrator listed in Section III.B. of Article 2.

- 6. Section IV. of Article 11** of the Agreement is hereby amended to read as follows:

**IV.** Any requests for technical assistance by Contractor regarding any part of this Agreement shall be emailed to the Contract Administrator listed in Section III.B. of Article 2 and the HHSA Behavioral Health Quality Management team at [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov).

- 7. Paragraph IV.A of Article 12** of the Agreement is hereby amended to read as follows:

**A.** Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to [HHSABHClaims@yolocounty.gov](mailto:HHSABHClaims@yolocounty.gov).

- 8. Paragraph III.A.2.a. of Article 15** of the Agreement is hereby amended to read as follows:

**a.** Practitioner Enrollment Form: available on the Yolo County website, or by request to [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov).

- 9. Paragraph III.A.3. of Article 15** of the Agreement is hereby amended to read as follows:

**3.** The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHSA, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov).

- 10. Paragraphs III.B. and III.C. of Article 15** of the Agreement are hereby amended to read as follows:

**B. Annual Training Report**

This report shall summarize all training provided to Contractor's staff. Due date: July 31, following the completion of a fiscal year. Submit electronically via email to [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov).

**C. Equipment Report (See Article 2. Section XV.)**

Due date: July 31, following the completion of a fiscal year. Submit electronically via email to [HHSABHClaims@yolocounty.gov](mailto:HHSABHClaims@yolocounty.gov).

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**11. Paragraph VI.FF. of Exhibit A** to the Agreement is hereby amended to read as follows:

**FF. False Claims Act:** All HHSa employees, contractors and subcontractors are required to report any suspected inappropriate activity. Suspected inappropriate activities include but are not limited to acts, omissions, or procedures that may be in violation of health care laws, regulations, or HHSa procedures. Any indication that any of these activities is occurring should be reported immediately to the Compliance Officer at HHSa who can be contacted at is 1-800-391-7440 or by email at [HHSa.BHCompliance@yolocounty.gov](mailto:HHSa.BHCompliance@yolocounty.gov).

**12. Exhibit B.1** to the Agreement is hereby amended to read as attached.

**13. Paragraph 2(d) of Exhibit D** to the Agreement is hereby amended to read as follows:

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in Title 45 of the Code of Federal Regulations section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Title 45 of the Code of Federal Regulations to:

- i. Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov), and
- ii. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at [Lee.Gerney@yolocounty.gov](mailto:Lee.Gerney@yolocounty.gov), and
- iii. Charles Egbert, HHSa Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov), and
- iv. HHSa Behavioral Health Compliance Officer at [HHSa.BHCompliance@yolocounty.gov](mailto:HHSa.BHCompliance@yolocounty.gov).

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements

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

**15.** All attachments to this Third Amendment are incorporated hereby by this reference.

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


[Signatures Follow]

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

**CONTRACTOR**

DocuSigned by:  
  
FB53ADA15290402...  
\_\_\_\_\_  
Irina Vayntrub, Chief Operating Officer  
Brighter Horizon Group Homes, Inc.  
  
Date: 6/4/2025

**COUNTY OF YOLO**

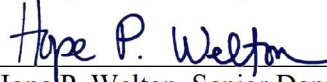
\_\_\_\_\_  
Mary Vixie Sandy, Chair  
Board of Supervisors  
  
Date: \_\_\_\_\_

Signed by:  
  
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\_\_\_\_\_  
Joan Planell  
Director or Designee  
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 B.1 – TERMS OF PAYMENT

### I. THIRD PARTY PAYMENTS (See also Article 12, Section III. of this Agreement.)

When applicable, Contractor shall determine if a client has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted or if a Medi-Cal or EPSDT only provider, bill accordingly. Contractor shall use due diligence in determining and collecting client and third-party payments.

### II. AVAILABLE FUNDING

County shall utilize appropriate funds to pay Contractor for any approved claims. SMHS eligible services are eligible for Federal Financial Participation (FFP) by the Medi-Cal program.

### III. TRACKING UNITS OF SERVICE AND CLAIMING

- A. Contractor shall establish an internal tracking system that will accurately track and maintain units of service.
- B.
  - 1. If the Contractor has access to AVATAR, Contractor shall also enter service and claims data into AVATAR, in the format specified by the County and within the timeframes established by County. Timely documentation expectations, per CalAIM, are within three (3) business days for routine services and twenty-four (24) hours for urgent services.
  - 2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to [HHSA-BHClaims@yolocounty.gov](mailto:HHSA-BHClaims@yolocounty.gov).
- C.
  - 1. Contractor shall use Yolo County-approved Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as adapted by County in the then current Approved Yolo County SMHS Code Workbook. A copy of the current Approved Yolo County SMHS Code Workbook was provided to the Contractor prior to the execution of this Agreement. Contractor is also expected to follow County prescribed scope of practice guidelines for service provision contained in the then current Approved Yolo County SMHS Code Workbook.
  - 2. The codes are subject to change in accordance with changes in federal, state or County guidelines. Changes to the Yolo County SMHS Code Workbook do not require an amendment to this Agreement and County may implement these changes upon written notice to the Contractor. To obtain a copy of the then current codes, please email [HHSA-QualityManagement@yolocounty.gov](mailto:HHSA-QualityManagement@yolocounty.gov).
- D. Contractor shall maximize the FFP reimbursement by claiming all possible Drug Medi-Cal services and correcting denied services for resubmission as needed.

### IV. INVOICING

- A. Invoices shall be submitted to County no later than thirty (30) days after completion of the month in which the claimed services have been rendered. (i.e. invoices for services provided in July must be submitted via email by August 30, invoices for services provided in August must be submitted via email by September 30, etc.)
- B. Invoices for claimed services that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than sixty-five (65) days after completion of the month in which services have been rendered.

## EXHIBIT B.1 – TERMS OF PAYMENT

- C. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- D. County reserves the right to deny any late claim. Any late claims submitted to County must be submitted separately from the regular monthly claim, grouped by month of service, and supported with evidence of good cause.
- E. Invoices for payment may be submitted to County in an electronic format at [HHSA.AccountsPayable@yolocounty.gov](mailto:HHSA.AccountsPayable@yolocounty.gov). All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential client information, the invoice and supporting documentation must be encrypted for transmission.
- F. Contractor shall submit a monthly invoice in accordance with these Terms of Payment. Invoices shall be complete and accurate and must include all required information regarding the claimed services, including:
  - 1. The invoice must be accompanied with the following required supporting documentation:
    - a. Completed Yolo County Claim Form
    - b. AVATAR Client Template Report (if Contractor has access to AVATAR)
    - c. AVATAR Client Daily Charges Report (if Contractor has access to AVATAR)
    - d. AVATAR Client Template Form (if Contractor does not have access to AVATAR)
    - e. Medi-Cal Swipes (determine if client is a Yolo County beneficiary)
    - f. If applicable, Explanation of Benefits (EOB) (determine if client has Medicare or other health coverage)
  - 2. Upon request by County, Contractor shall also provide additional supporting documentation which may include, but is not necessarily limited to:
    - a. written authorization for services,
    - b. daily transactions certified by the individual service providers,
    - c. progress notes,
    - d. time sheets,
    - e. labor distribution,
    - f. general-ledger printouts.
  - 3. For MHSA funded agreements, Contractor shall also provide the MHSA information as specified by the County on the Yolo County Claim Form.
- G. All supporting documentation created by Contractor must be retained for audit purposes, as specified in Article 5 and Article 6, even if not requested by County during the claiming/invoicing process.

### V. PAYMENTS

- A. Monthly payments for invoiced outpatient services shall be based on the units of time assigned to each CPT or HCPCS code provided by a specific provider type entered in AVATAR multiplied by the outpatient service rates in Exhibit B.2. Invoices for daily services based on CPT or HCPCS code shall be based on the number of service days multiplied by the daily rates in Exhibit B.2.

## **EXHIBIT B.1 – TERMS OF PAYMENT**

- B.** County shall make payments to Contractor for services claimed and invoiced by Contractor prior to submitting a claim for FFP reimbursement.
  - 1. In the event any FFP claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval.
  - 2. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of FFP denied/rejected claims.
  - 3. Contractor disallowances are the Contractor's fiscal and programmatic responsibility, per Section VII., below.
- C.** County's payments to Contractor for performance of invoiced services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 7 and this Exhibit B.1, Section VII.

### **VI. NONCOMPLIANCE**

- A.** SMHS Medi-Cal services may only be provided by Contractor at specific sites as approved by County and DHCS. Contractor shall ensure that claiming for each Contractor site has been approved by County and DHCS prior to SMHS Medi-Cal service delivery. In no event shall County pay Contractor for SMHS Medi-Cal services that were not approved by County and DHCS for a specific site.
- B.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

### **VII. REPAYMENT/RECOUPMENT**

- A.** County will demand repayment from Contractor for compensation made to the Contractor, if any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason, including denials for FFP reimbursement to County due to Contractor's failure to submit timely claims and invoices.
- B.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- C.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- D.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when

## **EXHIBIT B.1 – TERMS OF PAYMENT**

all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the Director.

### **VIII. ADDITIONAL PROVISIONS**

- A.** Contractor shall hold harmless the federal and/or state governments and clients in the event that County does not pay for services in accordance with this Agreement.
- B.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- C.** See also Article 12 of this Agreement.

**[END EXHIBIT B.1]**

**EXHIBIT E – PERFORMANCE MEASURES**

Short term residential therapeutic program (STRTP)		Brighter Horizon Treatment Center	Irina Vayntrub
Program Purpose	Improve mental health and well-being, decrease functional impairments and reduce symptoms related to primary diagnosis		
Program Information	The program serves Yolo County youth involved in Child Welfare Services and placed in a short-term residential treatment program (STRTP) and have a need for specialty mental health services (SMHS). Specialty Mental Health Services include individual or group therapies and interventions that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Services are directed toward moving youth to a lower level of care and achieving the youth’s/family’s goals and must be consistent with the current youth treatment plan.		
<b>PM1: How much did we do?</b>			
1.1	# of unduplicated youth served.		
1.2	# of unduplicated youth served with a stay longer than six (months).		
<b>PM2: How well did we do it?</b>			
2.1	% Productivity maintained by Contractor’s Clinicians.		
2.2	% Productivity maintained by Contractor’s Case Managers/Partners/Rehab Specialists (paraprofessionals).		
2.3	% Productivity maintained by Contractor’s Psychiatrists.		
<b>PM3: Is anyone better off?</b>			
3.1	# and % of youth discharged from the Residential/STRTP outpatient program transitioned to a lower level of care.		
3.2	# and % of youth enrolled in the program that did not require psychiatric hospitalization during the treatment episode.		
3.3	# and % of youth successfully discharged within 6 months of admission.		
3.4	# and % of youth granted an extension through the placing agency.		
3.5	# and % of youth provided a minimum of one (1) face-to-face family treatment contact/session per month with the youth’s biological, surrogate, or extended families.		
3.6	# and % of youth connected to a primary care physician and have a “Wellness Notebook”.		

**I. Performance Measures Reports are due Quarterly as follows:**

- Submit October 30<sup>th</sup> for the period of July 1<sup>st</sup> through September 30<sup>th</sup>
- Submit January 31<sup>st</sup> for the period of October 1<sup>st</sup> through December 31<sup>st</sup>
- Submit April 30<sup>th</sup> for the period of January 1<sup>st</sup> through March 31<sup>st</sup>
- Submit July 31<sup>st</sup> for the period of April 1<sup>st</sup> through June 30<sup>th</sup>

**II. Contractor shall submit the Performance Outcome Measures report electronically via email to [Mary.Yung@yolocounty.gov](mailto:Mary.Yung@yolocounty.gov) and [Jennifer.Edwards@yolocounty.gov](mailto:Jennifer.Edwards@yolocounty.gov).**

**[END EXHIBIT E]**