

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

This Second Amendment to Agreement No. 21-117 (“Second 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 TLCS, Inc., dba Hope Cooperative, a 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 June 8, 2021, the Parties entered into Agreement No. 21-117 (“Agreement”); and

WHEREAS, on or about September 20, 2021, the Parties amended the Agreement via the First Amendment; and

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

1. Revise **Paragraph III.B.1.** to:
 - a. Add CDSS PRK/Rehousing funding in the amount of \$83,892 for Fiscal Year (FY) 2021-22; and
 - b. Add CSBG funding in the amount of \$16,778 for FY 2022-23 for a new contract maximum of \$5,816,086; and
2. Revise **Paragraph III.B.2.** to correctly reflect the updated lifetime agreement maximum with no change to the yearly option amounts; and
3. Revise **Paragraph I.C. of Exhibit B** to correctly reference the DMH Info Letter number and date; and
4. Revise **Paragraph II.D. of Exhibit D** to update frequency for employee verification checks; and
5. Revise **Paragraph V.C. of Exhibit D** to update audit reporting; and
6. Revise **Paragraph XXX.B. of Exhibit D** to update cost report language; and
7. Revise **Exhibit E** to update budgets for FY 2021-22 and FY 2022-23 to include the additional direct to client costs.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **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, 2023** shall be no greater than **FIVE MILLION EIGHT HUNDRED SIXTEEN THOUSAND EIGHTY-SIX DOLLARS (\$5,816,086)** specified as follows:

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	FSP Services Start-Up Costs	FSP Services Ongoing Costs	CDSS PRK/Rehousing	CSBG	Total
Fiscal Year 2020-21 April 1, 2021 through June 30, 2021	\$106,869	\$423,206	NA	NA	\$530,075
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$106,869	\$2,539,236	\$83,892 (effective 9/15/21 – 6/30/22)	NA	\$2,729,997
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	NA	\$2,539,236	NA	\$16,778 (effective 7/1/22 – 8/31/22)	\$2,556,014
Total	\$213,738	\$5,501,678	\$83,892	\$16,778	\$5,816,086

2. 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. 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. If 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
First/ (FY 2023-24)	On or before June 30, 2024	Less than or equal to \$2,539,236	Less than or equal to \$8,355,322
Second/ (FY 2024-25)	On or before June 30, 2025	Less than or equal to \$2,539,236	Less than or equal to \$10,894,558

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **TEN MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$10,894,558)**, 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. Paragraph I.C. of Exhibit B to 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:

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
 2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
 3. MHP's shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.
4. **Paragraph II.D. of Exhibit D** to the Agreement is hereby amended to read as follows:
- A. 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.

5. **Paragraph V.C. of Exhibit D** to 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 because of federal audit exceptions, the provisions of

California Welfare and Institutions Code Section 814718, shall apply.

3. 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.

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

B. Included in the Cost Report are the cost per unit and the number of units which will be compared against actual payments made to the Contractor to determine the Settlement Amount. Costs will be settled to the less of the actual and allowable cost or published charges as stated the term of Exhibit D of this Agreement.


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

8. All attachments to this Second Amendment are incorporated herein by this reference.

9. Except as specifically amended by this Second Amendment, the Agreement shall remain in full force and effect according to its terms.

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

CONTRACTOR

By 
Erin Johnson, Chief Executive Officer
TLCS dba Hope Cooperative

Date: 11/12/2021

COUNTY OF YOLO

By _____
Jim Provenza, Chair
Board of Supervisors

Date: _____


Karen Larsen, 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

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2020-21 April 1, 2021 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$276,786
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$41,518
2	Operating Costs	\$62,716
3	Direct to Clients	\$42,186
4	Start Up Costs	\$106,869
5	Total	\$530,075

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$1,660,716
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$249,108
2	Operating Costs	\$376,296
3	Direct to Clients	\$337,008
4	Start Up Costs	\$106,869
5	Total	\$2,729,997

TLCS dba Hope Cooperative		
FSP Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$1,660,716
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$249,108
2	Operating Costs	\$376,296
3	Direct to Clients	\$269,894
5	Total	\$2,556,014

EXHIBIT E – CONTRACT BUDGET

TLCS dba Hope Collaborative		
FSP Services		
	Cost Items	Option Years 2023-24 & 2024-25 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$1,660,716
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$249,108
2	Operating Costs	\$376,296
3	Direct to Clients	\$253,116
4	Total	\$2,539,236