

BOS No. Orig: #16-195; Amd1: #19-204; Amd2: #20-302
Infor PO Nos. 2110/2839
Infor Ref Nos. 4040-2017-CFMG BH SRVC
4040-2019-CFMG BH SRVC

THIRD AMENDMENT
(BOS Agreement No. ____ - ____)

This Third Amendment to Agreement No. 16-195 (“Third 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 California Forensic Medical Group, Inc., 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 November 22, 2016, the Parties entered into Agreement No. 16-195 for the provision of behavioral health services at the Yolo County adult and juvenile detention facilities (“Agreement”); and

WHEREAS, on or about September 24, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 30, 2020 the County exercised its option to extend services under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about December 12, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, the Parties would now like to amend the Agreement to:

1. Revise **Section 2.** to add language regarding monthly optional extensions; and
2. Revise **Section 3.** to add optional extension months and increase funding for Fiscal Year (FY) 2021-22 by \$204,075.50, for a new total contract maximum of \$3,155,513.50, as follows:
 - a. Add \$161,339.96 utilizing County General funds (CGF); and
 - b. Add \$42,735.54 utilizing Medication Assisted Treatment (MAT) funds; and
3. Revise **Section 4.** to revise and clarify language regarding CPI increases as negotiated in the Second Amendment; and
4. Revise **Section 5.** to add Exhibit E to the exhibit list; and
5. Add **Section III.** to **Exhibit A** to include MAT Services and Staff Requirements; and
6. Revise **Paragraph I.A.4.** of **Exhibit B** to clarify payment terms for the MAT Program; and
7. Revise **Section VI.D.** of **Exhibit C** to add additional statistical reporting requirements; and
8. Add **Exhibit E** to include performance measure reporting for the MAT Program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Section 2.** of the Agreement is amended to read as follows:
 2. The term of this Agreement shall be from **December 1, 2016 through June 30, 2022**, unless sooner terminated as provided in the Agreement. At the County’s option, this Agreement may be extended for up to six (6) additional one (1) month periods through **December 31, 2022** on the same 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 her/his designee (“Director”).

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2. Section 3. of the Agreement is amended to read as follows:

A. Subject to CPI escalation as set forth below, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **THREE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND FIFTY CENTS (\$3,155,513.50)** specified as follows:

Fiscal Year (FY)	Funding Source	Service Dates	Amount
FY 2016-17	CGF	December 1, 2016 through June 30, 2017	\$305,996.00
FY 2017-18	CGF	July 1, 2017 through June 30, 2018	\$619,412.00
FY 2018-19	CGF	July 1, 2018 through June 30, 2019	\$637,994.00
FY 2019-20	CGF	July 1, 2019 through June 30, 2020	\$657,134.00
FY 2020-21	CGF	July 1, 2020 through December 31, 2020	\$338,424.00
		January 1, 2021 through June 30, 2021	\$129,959.00
FY 2021-22	CGF	July 1, 2021 through December 31, 2021	\$129,960.00
		January 1, 2022 through June 30, 2022	\$293,898.96
	MAT	January 15, 2022 through June 30, 2022	\$42,735.54
Total			\$ 3,155,513.50

B. Option Months: Option Months: The County may exercise its option to extend the term of the Agreement pursuant to Section 2. above. The County shall notify the Contractor in writing should it elect to exercise an option. 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 Month/ Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY July 2022-23	On or before July 31, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,212,266.76
OM/FY August 2022-23	On or before August 31, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,269,020.02
OM/FY September 2022-23	On or before September 30, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,325,773.28

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OM/FY October 2022-23	On or before October 31, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,382,526.54
OM/FY November 2022-23	On or before November 30, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,439,279.80
OM/FY December 2022-23	On or before December 31, 2022	Less than or equal to \$56,753.26 as follows. \$48,983.16 CGF and \$7,770.10 MAT	Less than or equal to \$3,496,033.06

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the total contract maximum exceed the amount of **THREE MILLION FOUR HUNDRED NINETY-SIX THOUSAND THIRTY-THREE DOLLARS AND SIX CENTS (\$3,496,033.06)**, 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.

C. County may pay Contractor using a combination of funding sources as the County deems appropriate.

D. Notwithstanding Paragraph A above, CPI escalation shall not apply to Fiscal Year 2021-22.

3. Section 4 of the Agreement is amended to read as follows:

The base yearly amount is \$607,267, prorated in Year 1 based on a 7-month term. The maximum amount payable yearly for Year 2 and 3 shall be the base yearly amount, plus an annual increase in an amount equal to the percentage change in the CPI (all West Urban Consumers) medical services index March of the past year to March of the current year, not to exceed 2% in Year 2 (FY2017-18); and 3% in Years 3 (FY2018-19) through Year 5 (FY2020-21). CPI escalation will not apply after Year 5.

Any CPI escalation for Years 3 through Year 5 will be based on the base yearly amount for previous year, plus any prior-applied CPI escalation in previous years.

4. Section 5. of the Agreement is hereby amended to read as follows:

5. The Parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – Special Terms and Conditions
- Exhibit C1 – Child and Adult Abuse Certification
- Exhibit C2 – Business Associate Agreement
- Exhibit D – General Terms and Conditions
- Exhibit E – Performance Measures

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5. **Section III.** is hereby added to **EXHIBIT A** to the Agreement to read as follows:

III. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEDICATION ASSISTED TREATMENT (MAT) SERVICES AT THE YOLO COUNTY JAIL FACILITIES
(effective January 15, 2022 through June 30, 2022.)

A. TARGET POPULATION AND SERVICE LOCATIONS

1. Adult detainees of the Yolo County Sheriff's Office who are incarcerated in the Yolo County Jail facilities located at the Monroe Facility and Leinberger Center, 140A Tony Diaz Drive, Woodland, CA 95776.

B. TREATMENT REQUIREMENTS

Medication Assisted Treatment (MAT) refers to using FDA-approved medications, in combination with counseling and behavioral therapies, to treat substance use disorders as a medical disorder. The MAT program provides addiction treatment and recovery within correctional facilities. MAT provides opioid addiction and other substance use disorders in more than 70 correctional facilities. Healthcare providers who possess their DEA-X waiver, and some have presented nationally on this topic. Contractor aims to provide a consistent, reliable continuum of care for patients suffering from Substance Use Disorder (SUD) throughout their incarceration experience and beyond.

1. Programming and staffing model are to serve a minimum of 15 patients at any given time in the MAT program which will provide the below services based on Contractor's Withdrawal Management Program and Policies: Screening all individuals for substance use disorder to identify those at risk and in need of services;
2. Assessment and monitoring for all those being served to determine the appropriate medication and treatment needs while incarcerated;
3. Continuation and/or initiation/induction of MAT medications (Methadone, Oral Naltrexone, Vivitrol injections, and Suboxone/Subutex);
4. Offering mental health services to include individual and group counseling support; and
5. Re-entry planning which includes facilitating a post-release linkage to community MAT programs for continuity of services.

C. STAFFING REQUIREMENTS

Contractor shall provide staffing as noted in plan below.

Yolo County, CA MAT - 15 ADP									
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Nurse Practitioner			8					8	0.200
RN MAT Program Coordinator		5		5				10	0.250
Substance Abuse Counselor		8						8	0.200
MH Professional/Discharge Planner		8		8				16	0.400
Total Hours/FTE - Day								42	1.05
TOTAL HOURS/FTE - WEEKLY								42	1.05

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6. Paragraph I.A.4. of Exhibit B to the Agreement is hereby amended to read as follows:

4. Year 6: one-sixth of the budgeted amount for Fiscal Year 2021-22 set forth in Section 3. of the Agreement (for the period of July 1, 2021 to December 31, 2021), and then subsequently one-sixth of the budgeted amount for Fiscal Year 2021-22 set forth in Section 4. of the Agreement (for the period of January 1, 2022 to June 30, 2022).

7. Section VI.D. of Exhibit C to the Agreement is hereby amended to read as follows:

D. Statistical Reporting

- 1.** Contractor shall submit monthly statistical reports to County by the 15th day of each subsequent month. The reports will include, but not limited to, clinic visits emergency room visits, communicable diseases, suicide attempts, detainee grievances, date and time of request, number of individuals served by age, gender, and race, ethnicity and/or culture. A written report summarizing the behavioral health care services delivery shall be submitted by July 31 of each subsequent fiscal year.
- 2.** Additional reporting requirements may be developed as the program progresses, or if reporting requirements change by the California Department of Health Care Services (DHCS).
- 3.** 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 E, Performance Measures. Submit the Performance Outcome Measures electronically via email to: Glenn.Johnson@yolocounty.org.
- 4.** Contractor shall maintain and submit monthly and quarterly data based on the Jail Data Reporting spreadsheet as specified by the Director. Submit the Jail Data Reporting electronically via email to: Glenn.Johnson@yolocounty.org.

8. Exhibit E is hereby added to the Agreement to read as attached.

9. All attachments to this Third Amendment are incorporated herein by this reference.

10. Except as specifically amended by this Third Amendment, 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:
By: Judd Bazzel
043819F7A628439
Dr. Grady Judson Bazzel, President
California Forensic Medical Group, Inc.

Date: 4/1/2022

DocuSigned by:
By: Richard Medrano
6B069C297D904BB...
Richard Medrano MD,
Vice President and Secretary

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan R. Sullivan
Nolan Sullivan, Interim 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

EXHIBIT E – PERFORMANCE MEASURES

Medication Assisted Treatment (MAT)		CFMG	Darien Smith
Program Purpose	The Medication Assisted Treatment (MAT) expansion project is to expand the availability of MAT treatment for in-custody client that are in need of referrals, counseling, education tools, discharge planning and linkage to behavioral health treatment when discharged.		
Program Information	Contractor will utilize a variety of staff to provide screenings, referrals, ongoing medication and counseling services, and ensure a warm hand-off for post-custody release services. This program is aimed at initiating or continuing MAT treatment for those in custody.		
PM1: How much did we do?			
1.1	# of unduplicated clients provided in custody services (education, counseling, medication dosing, connection to reentry team)		
PM2: How well did we do it?			
2.1	% of referrals who enrolled in the program.		
PM3: Is anyone better off?			
3.1	# and % of enrolled clients who successfully linked to substance use services post-custody release.		