

**Amendment No. 2 to CONTRACTOR Agreement No. 005379**

**Parties to this Amendment:** The Regents of the University of California, acting for and on behalf of University of California, Davis Health (“CONTRACTOR”).

and

County of Yolo (“COUNTY”).

**Original Agreement:** Agreement (BOS Agreement No. 21-103) (CONTRACTOR Agreement No. 005379; COUNTY Agreement No. 21-103) with an effective date of May 18, 2021 (“Agreement”).

**Effective Date of this Amendment:** **Date of Last Signature Below.**

WHEREAS, the Parties hereto desire to amend certain terms of the Agreement; and

WHEREAS, the Agreement was to have expired on June 30, 2021; however, the Parties have continued to perform in accordance with the terms of the Agreement and desire to acknowledge and substantiate the oral term extension and additional services and fees to the Agreement.

WHEREAS, on or about November 23, 2021, the Parties extended the term of the Agreement through June 30, 2022.

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.

**A. Section 2 of the Agreement shall be revised to read as follows:**

2. The term of this Agreement shall be from **November 1, 2020 through June 30, 2023** unless sooner terminated as provided in this Agreement. At the COUNTY’s option, this Agreement may be extended for two (2) additional twelve (12) month periods, which includes rate adjustments at each option year period as determined by CONTRACTOR, on the same terms and conditions as set forth in this Agreement upon written notice to the CONTRACTOR by the COUNTY Health and Human Services Agency Director or her/his designee (“Director”).

Either Party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other Party.

**B. Section 5 of the Agreement shall be revised to read as follows:**

5A. Any other provision of this Agreement notwithstanding, the maximum payment obligation to CONTRACTOR through **June 30, 2023** shall be no greater than **FORTY-TWO THOUSAND SIXTY-SIX DOLLARS (\$42,066)** specified as follows:

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Fiscal Year 2020-21 November 1, 2020 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	<b>Total</b>
\$4,500	\$18,783	\$18,783	<b>\$42,066</b>

**5.B. Option Years:** The COUNTY may exercise its option to extend the term of the Agreement pursuant to Section 2, 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](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. 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 2023-24	On or before June 30, 2024	Less than or equal to \$18,783	Less than or equal to \$60,849
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$18,783	Less than or equal to \$79,632

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **SEVENTY-NINE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$79,632)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current COUNTY Procurement Policy approved by the COUNTY Board of Supervisors.

**C. Section 17 of the Agreement shall be revised to read as follows:**

**17. OPTION YEAR AND AMENDMENT AUTHORITY**

- A. Director’s Authority:** The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.
- B. Procurement Manager’s Authority:** The COUNTY Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the COUNTY Procurement Policy.
- C. COUNTY Board of Supervisors’ Authority:** All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the COUNTY Board of Supervisors.

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- D Exhibit A – Scope of Services shall be replaced in its entirety by revised Exhibit A – Scope of Services, attached hereto and incorporated herein, adding additional services and shall be effective July 1, 2021.**
- E. Exhibit B – Terms of Payment shall be replaced in its entirety by revised Exhibit B – Terms of Payment, attached hereto and incorporated herein, adding additional fees and shall be effective July 1, 2021.**
- F. Exhibit D – Contract Budget shall be replaced in its entirety by revised Exhibit D – Contract Budget, attached hereto and incorporated herein, adding additional budgets effective July 1, 2021.**
- G. All other terms and conditions shall remain the same.**

- 3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.
- 4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

////////////////////SIGNATURE PAGE TO FOLLOW////////////////////////////////////

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IN WITNESS WHEREOF, the duly authorized representatives of CONTRACTOR and COUNTY have executed this Amendment as of the last date of signature written below.

**AGREED:**

**CONTRACTOR**

By   
Erick Jenkins, JD, MS  
Manager, UC Davis Health Contracts

Date March 24, 2022

**COUNTY OF YOLO**

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

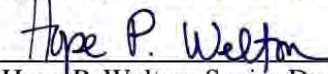
Date \_\_\_\_\_

  
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, Senior Deputy

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**EXHIBIT A – SCOPE OF SERVICES**

CONTRACTOR shall provide services under this Agreement in accordance with the following provisions.

**I. SERVICE LOCATION(S)**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

UC Davis CAARE Center  
UC Davis Health  
3671 Business Drive  
Sacramento, CA 95820

**II. PURPOSE**

Provide assessment, evaluation and therapy services to COUNTY Child Welfare Services (CWS) referred children. The purpose of such therapy services specific to one CWS client (“Client”) is to lessen the behavioral symptoms that can occur immediately after abuse or trauma.

**III. TARGET POPULATION**

The target population for services is COUNTY referred children and youth.

**IV. REQUIREMENTS**

- A.** Only serve COUNTY referred children and families that CONTRACTOR has received a completed "Referral and Treatment Authorization Form (CWS 136)", sample attached as Attachment 1 and treat those referrals as authorization to conduct an assessment for planned services.
- B.** If the needs of the Client exceed the capacity of the CONTRACTOR or during the course of treatment can no longer serve an existing Client, the CONTRACTOR shall inform the Child, Youth and Family Program Manager (CYF PM), provide an explanation and as applicable, work with the COUNTY Child Welfare Services to transition care.
- C.** CONTRACTOR shall use evidence Based Practices (EBP), based on the needs of the youth and family in an effort to determine the most effective treatment model. EBPs may include the following:
  - a.** Trauma – Focused Cognitive Behavioral Therapy (TF-CBT).
- D.** Ensure that staffing standards and program elements will meet California Code of Regulations, Title 9, requirements for the type of services outlined in this Agreement.
- E.** Maximize billable units of service, maintain adherence to all billing standards, and submit monthly claims in a timely manner.

**V. SERVICES**

- A.** Therapy Services (*\*effective July 1, 2021\**)
  - 1.** Use the appropriate empirically based treatments/evidenced based practices (EBP) that would best match the Client’s needs, based on an assessment. EBPs may include, but are not limited to, the following:
    - a.** Trauma-Focused Cognitive-Behavioral Therapy (TF-CBT)  
The purpose of TF-CBT is to provide an empirically supported treatment that helps children

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to:

- i.** Overcome trauma related to abuse, violence and grief, such as sexual abuse, physical abuse, and domestic violence, and
  - ii.** Reduce PTSD symptoms and shame, decrease depressive and anxiety symptoms, as well as disruptive and sexualized behaviors, and
  - iii.** reduce levels of parental distress and improve the quality and level of parental support.
- 2.** CONTRACTOR shall work with COUNTY to ensure that assessment appointments and reports are completed and provided to the social worker in time for the Client's next court date.

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Attachment 1  
Sample of "Referral and Treatment Authorization Form (CWS 136)"

URGENT Date Needed By: \_\_\_\_\_

YOLO COUNTY HEALTH & HUMAN SERVICES AGENCY  
CHILD WELFARE SERVICES DIVISION  
REQUEST TO PURCHASE SERVICES

Requested By: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Worker's Name

Date: \_\_\_\_\_

\_\_\_\_\_  Fed  Non-Fed  Court Ordered  
Child's/Youth's Name

\_\_\_\_\_ Relationship to Child/Youth  
Name of Person to Receive Services

**SERVICE REQUESTED & JUSTIFICATION:**

**OTHER COMMUNITY & FAMILY RESOURCES EXPLORED & RESULT:**

**CLIENT'S SHARE OF COST:**

**SERVICE COMPONENT(S):**  ER  VFM  FM  FR  PP  NMD/EFC  ILP  THP+

**FUNDING SOURCE:**

- |                                       |   |   |
|---------------------------------------|---|---|
| <input type="checkbox"/> Crossover    | <input type="checkbox"/> ILP                  | <input type="checkbox"/> Foster Parent Recruitment, Retention & Support (FPRRS) |
| <input type="checkbox"/> CSEC         | <input type="checkbox"/> THP+                 | <input type="checkbox"/> Kinship/Foster Care Emergency                          |
| <input type="checkbox"/> CWS          | <input type="checkbox"/> PSSF Adoptions       | <input type="checkbox"/> EA (Eligibility Period: _____ to _____)                |
| <input type="checkbox"/> Publications | <input type="checkbox"/> Yolo Children's Fund | <input type="checkbox"/> NMD EFC-49   |
| <input type="checkbox"/> CFT          | <input type="checkbox"/> Other:               |   |

**COST DATA:**

Unit Cost of Service: \$ \_\_\_\_\_ # of Units: \_\_\_\_\_ Total Cost of Service: \$ \_\_\_\_\_

Vendor's Name: \_\_\_\_\_ Vendor's Telephone: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

**SIGNATURES:**

/s/ \_\_\_\_\_  
CWS Supervisor Date

/s/ \_\_\_\_\_  
CWS Manager Date  
Signature required for requests over \$250

Administrative Use Only  
Authorization #: \_\_\_\_\_

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FUNDING SOURCE DESCRIPTIONS	
<b>CFT</b>	Any costs related to a Child & Family Team meeting to address a child's behavioral health or placement needs.
<b>CSEC</b>	Commercially Sexually Exploited Children: Use for expenses related to supporting CSEC youth.
<b>Crossover</b>	Use for all expenses related to Crossover cases ( <i>cases involved with both CWS &amp; CalWORKs</i> ).
<b>EA</b>	Emergency Assistance: Use for expenses that occur within the first 30 days of the first ER contact with the child.
<b>FPRRS</b>	Foster Parent Recruitment, Retention & Support: Use for expenses to support relative/NREFM caregivers to take or maintain placement of a child.
<b>ILP</b>	Independent Living Program: Use for expenses for youth aged 16-21 who were in foster care at least one day after their 16 <sup>th</sup> birthday.
<b>Kinship/Foster Care Emergency</b>	Used for services that remove barriers to emergency placement of a child with a relative, nonrelative extended family member, or foster parent caregiver.
<b>NMD EFC-49</b>	Non-minor dependent extended foster care services that support NMD youth in education and employment opportunities.
<b>Publications</b>	Use for publishing expenses for notices of hearing.
<b>PSSF Adoptions</b>	Promoting Safe & Stable Families – Adoptions: Use for expenses related to children who have a concurrent or permanent plan of adoption.
<b>CWS</b>	Child Welfare Services: Use for all expenses that do not meet any of the above criteria.
<b>THP+</b>	Transitional Housing Program – Plus: Use for expenses for youth in the THP+ program.

YOLO CHILDREN'S FUND (YCF)	
<p>Social workers must apply to the Yolo Children's Fund (YCF) as the first funding source prior to resorting to use of County funds for children's needs related to any of the areas covered below (clothing, education, extracurricular activities, summer activities, and special needs that may be covered by the HELP fund). Attach verification that YCF has approved the expense. The County will pay for the expense and submit to YCF for reimbursement. <i>All funds are paid after requests have been approved by the YCF Board and receipts are turned in to the Treasurer.</i></p> <p>The online application is available at <a href="http://yolochildrensfund.org/application_form.html">http://yolochildrensfund.org/application_form.html</a>.</p> <p><b>HELP Fund</b> Provides funds for a special project, gift, need, or opportunity that would otherwise go unmet. The maximum award for any HELP request is \$250 within an 18-month period, except under special circumstances as determined by the Board of Directors. Winter or school clothing requests, up to \$250 every 18 months, may be awarded to children <i>who are in county foster homes or in family/relative placements</i>. This allowance does not preclude the same child from receiving a regular HELP award. Additional guidelines:</p> <ol style="list-style-type: none"> <li>1. Intended for a child who is financially needy, including a child who is a dependent (300 code) or delinquent (602 code).</li> <li>2. A child classified as a "602" is not eligible for an award covering a fine, fee, or restitution.</li> <li>3. Games must be age-appropriate and non-violent.</li> <li>4. Travel or transportation is not eligible for an award due to the high cost of liability insurance.</li> </ol> <p><b>Education Fund</b> <b>Elementary and secondary school awards:</b> Maximum of \$200 per academic year. Examples: Classroom supplies, bus pass, backpack, field trips, music instruments, gym clothes and shoes, and similar needs. <b>Post-secondary or vocational education awards:</b> Maximum of \$400 per semester. Examples: Class textbooks, lab fees, bus pass, class supplies, and other classroom needs, GED or adult ed fees. <b>Extracurricular activities</b> (for either category) – no more than \$150 per 4 months. Examples: Art class or art supplies, gymnastics, acting class, league fees, dance class. NOTE: Applications for continuing months should include feedback on previous period.</p> <p><b>Summer Fund</b> These are determined each spring depending on available funds. The maximum award is usually \$600. Funded activities might consist of an equestrian camp, a nature camp, beginning dance or acrobatics, music lessons, athletics or an activity in which the child has expressed a career or other interest. Receiving a special summer award will not prevent a child from receiving a regular Yolo Children's Fund HELP or Education award.</p>	

CWS136 (3/24/2020)

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**EXHIBIT B – TERMS OF PAYMENT**

**I. BUDGET**

- A. CONTRACTOR has submitted a contract budget attached hereto as Exhibit D. CONTRACTOR shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. CONTRACTOR shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section 17, Option Year and Amendment Authority, of this Agreement.

**II. METHOD OF PAYMENT**

- A. CONTRACTOR shall submit such claims for payment to the COUNTY no later than forty-five (45) days after completion of the month in which services have been rendered. 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.
- B. Claims for payment may be submitted to the COUNTY in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). 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:

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

- C. COUNTY shall pay CONTRACTOR at the rate specified below for services that have been provided in accordance with the provision of this Agreement.

Psychological Services	\$350 / per hour
Therapy Services ( <i>*effective July 1, 2021</i> )	\$125 / per hour
Therapy Services ( <i>*effective July 1, 2022</i> ) <i>*subject to rate change by CONTRACTOR</i>	\$150 / per hour

- D. COUNTY shall authorize payment within forty-five (45) days of the receipt of CONTRACTOR's appropriate claim, required reports, and any further documentation requested by the COUNTY for purposes of this Agreement.
- E. In the event that the CONTRACTOR fails to comply with any provision of this Agreement, COUNTY may withhold payment otherwise due CONTRACTOR pursuant to this Agreement until such noncompliance has been corrected.
- F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the CONTRACTOR, may be approved by the Director for claim submission.

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- G.**
- 1.** During the term of this Agreement, COUNTY may demand repayment from CONTRACTOR for compensation made to the CONTRACTOR, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, which shall not be unreasonable, regardless of reason; provided that written notice is provided to CONTRACTOR detailing the reason(s). CONTRACTOR may submit a written appeal to a disallowance to the Director, or designee, within fifteen (15) days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. COUNTY shall provide CONTRACTOR a decision in writing within thirty (30) days of receipt of the appeal from CONTRACTOR.
  - 2.** Any such disallowance related to the current term of this Agreement will be due and payable promptly to the COUNTY. COUNTY will recoup from CONTRACTOR by offsetting any payment otherwise due CONTRACTOR pursuant to this Agreement.
  - 3.** Any such disallowance related to the prior terms of this Agreement pursuant to the services provided herein will be due and payable within forty-five (45) days of mailing a demand letter from COUNTY to CONTRACTOR.
  - 4.** In the event that the aggregated payment otherwise due CONTRACTOR pursuant to services provided under this Agreement is less than the amount due, and when all payments otherwise due CONTRACTOR have been exhausted, CONTRACTOR shall make payment to the COUNTY for any balance due based on a payment plan negotiated between the Parties and final approved by the Director.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State or Federal governments, the COUNTY's obligation to compensate CONTRACTOR pursuant to this Agreement is contingent upon, and subject to, the COUNTY's receipt of such funding from them, and the absence or removal of any constraints imposed by those governments.
- I.** 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.

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**EXHIBIT D – CONTRACT BUDGET**

<b>UC Davis CAARE Center</b>		
<b>Psychological Evaluation Services</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2020-21 November 1, 2020 through June 30, 2021</b>
	Psychological Evaluation Services	\$4,500
	<b>Total</b>	<b>\$4,500</b>

<b>UC Davis CAARE Center</b>		
<b>Psychological Evaluation and Therapy Services</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2021-22 July 1, 2021 through June 30, 2022</b>
	Psychological Evaluation and Therapy Services	\$18,783
	<b>Total</b>	<b>\$18,783</b>

<b>UC Davis CAARE Center</b>		
<b>Psychological Evaluation and Therapy Services</b>		
	<b>Cost Items</b>	<b>Optional Year(s) July 1<sup>st</sup> through June 30<sup>th</sup></b>
	Psychological Evaluation and Therapy Services	\$18,783
	<b>Total</b>	<b>\$18,783</b>