

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

This Seventh Amendment to Agreement No.18-132 (“Seventh 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 Yolo Wayfarer Center, dba Fourth and Hope, a non-profit corporation authorized to do business in the State of California (“Contractor”), referred to as the “Parties” herein and who agree as stated below.

WHEREAS, on or about June 26, 2018, the Parties entered into Agreement No. 18-132 (“Agreement”); and

WHEREAS, on or about June 23, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 29, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about April 27, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about May 18, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 07, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about July 26, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about September 2, 2022, the Parties further amended the Agreement via the Sixth Amendment; and

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

1. **Revise Paragraph I.A.** to reflect the current term of the Agreement; and
2. **Revise Paragraph III.B1.** to:
 - a. increase funding in Fiscal Year (FY) 2022-23 by \$393,510 for a revised contract maximum of \$4,913,648.16; and
 - b. correct a typographical error in the funding total for SABG Services; and
 - c. rename scope A.3 Case Management to Care Cordinaton Services; and
 - d. rename scope A.4 Physician Consultation to Clinician Consultation; and
3. **Replace Exhibit A.3** to rename Case Management to Care Coordination Services and revise scope; and
4. **Replace Exhibit A.4** to rename Physician Consultation to Clinician Consultation; and
5. **Revise Paragraph II.G.4. to Exhibit C** to rename Case Management to Care Coordinator and Physician Consultation to Clinician Consultation; and

6. Add Paragraph 4. to Section IV.E. of Exhibit D for new timeliness tracking reporting language; and
7. Revise Paragraph XX.A. of Exhibit D to update County contact for notices; and
8. Revise Paragraph 2(d) of Exhibit E to clarify language and add name and contact information for security incident and breach reporting.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph I.A. of the Agreement is hereby amended to read as follows:
 - A. The term of this Agreement shall be from July 1, 2018 through June 30, 2023 unless sooner terminated as provided in this Agreement.

2. Paragraph III.B1. of the Agreement is hereby amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **FOUR MILLION NINE HUNDRED THIRTEEN THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND SIXTEEN CENTS (\$4,913,648.16)** specified as follows:

Scope of Services	FY 2018-19 July 1, 2018 through June 30, 2019	FY 2019-20 July 1, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	Total
Scope A.1 Clinically Managed Low Intensity Residential Treatment (ASAM Level 3.1)	\$522,500	\$607,500	\$641,500	\$701,500	\$701,500	\$3,174,500
Scope A.2 Clinically Managed High-Intensity Residential Treatment (ASAM Level 3.5)	\$55,000	\$15,000	\$105,000	\$45,000	\$438,510	\$658,510
Scope A.3 Care Coordination Services	\$14,814	\$4,814	\$25,000	\$25,000	\$25,000	\$94,628
Scope A.4 Clinician Consultation	\$6,510	\$6,510	\$6,510	\$6,510	\$6,510	\$32,550

Scope A.5 Recovery Residences/ Transitional Living	\$120,000	\$120,000	\$170,000	\$170,000	\$170,000	\$750,000
Scope A.6 Adverse childhood Experiences screenings (ACEs)*	N/A	N/A	\$4,100**	\$0	\$0	\$4,100**
SABG Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA)	N/A	N/A	N/A	\$90,481.88	\$108,878.28	\$199,360.16
Total	\$718,824	\$753,824	\$952,110	\$1,038,491.88	\$1,450,398.28	\$4,913,648.16

** Any unspent funding in a fiscal year for Scope A.7 may be rolled over into future fiscal years (including any option years) to be used only for Scope A.7.

3. Exhibit A.3 to the Agreement is hereby amended to read as attached.
4. Exhibit A.4 to the Agreement is hereby amended to read as attached.
5. Paragraph II.G.4. of Exhibit C to the Agreement is hereby revised to to read as follows:

4. Rates Effective July 1, 2022 through June 30, 2023

Level of Care	Program Code	Service Code and Description	Rate/Unit
RESIDENTIAL 3.1			
R 3.1	102-000-52aY	RESIDENTIAL 3.1 BOARD & CARE SHORT TERM (UP TO 30 DAYS) NON-PERINATAL	\$23.76 per day
R 3.1	102-000-51aY	RESIDENTIAL 3.1 BOARD & CARE LONG TERM (OVER 30 DAYS) NON-PERINATAL	\$23.76 per day
R 3.1	102-013-112	RESIDENTIAL 3.1 TREATMENT NON-PERINATAL	\$166.05 per day
CARE COORDINATION			
R 3.1	108-003-112	RESIDENTIAL 3.1 CARE COORDINATION* NON PERINATAL	\$2.27 per minute
R 3.5	108-003-114	RESIDENTIAL 3.5 CARE COORDINATION* NON PERINATAL	\$2.27 per minute
CLINICIAN CONSULTATION			

Level of Care	Program Code	Service Code and Description	Rate/Unit
R 3.1	110-004-112	RESIDENTIAL 3.1 CLINICIAN CONSULTATION* NON-PERINATAL	\$3.14 per minute
R 3.5	110-004-114	RESIDENTIAL 3.5 CLINICIAN CONSULTATION* NON-PERINATAL	\$3.14 per minute
RESIDENTIAL 3.5			
R 3.5	102-000-52aY	RESIDENTIAL 3.5 BOARD & CARE SHORT TERM (UP TO 30 DAYS) NON-PERINATAL	\$27.94 per day
R 3.5	102-000-51aY	RESIDENTIAL 3.5 BOARD & CARE LONG TERM (OVER 30 DAYS) NON-PERINATAL	\$27.94 per day
R 3.5	102-013-114	RESIDENTIAL 3.5 TREATMENT NON-PERINATAL	\$190.96 per day
TRANSITIONAL LIVING			
TLC	102-000-56Ay	TRANSITIONAL LIVING <i>(only allowed for AB109 and CalWORKS clients).</i> NON-PERINATAL	\$48.00 per day
TLC	103-000-56Ay	TRANSITIONAL LIVING <i>(only allowed for AB109 and CalWORKS clients).</i> PERINATAL	\$48.00 per day

* Not allowed prior to Drug Medi-Cal Certification

Contractor agrees to provide site-specific services as approved by County. Contractor shall ensure that claiming for each Contractor site has been approved by County prior to service delivery. In no event shall County pay Contractor for services that were not approved by County for a specific site.

6. Paragraph 4. is hereby added to Section IV.E. of Exhibit D to the Agreement to read as follows:

4. Service Timeliness

Contractor shall submit bi-annual reports to the County documenting timeliness to delivered services documenting the following five data points for each new referral received:

- a. Referral Source,
- b. New or Existing Consumer
- c. Date of First Offered Appointment,
- d. Date of First Scheduled Appointment, and
- e. Date of First Face-to-Face Rendered Service.

NOTE: An explanation of why service was not scheduled or rendered for a referral must be provided in any instance a referral did not result in services.

A report covering referrals received January 1 through June 30 are due to HHSa no later than August 30 each year and a report covering referrals received July 1 through December 31 are due no later than March 1. Reports should be submitted to HHSaQualityManagement@yolocounty.org.

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7. **Paragraph XX.A. of Exhibit D** to the Agreement is 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: Yolo Wayfarer Center, dba Fourth and Hope
P.O. Box 1248
Woodland, CA 95776
Doug Zeck, Executive Director

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Director

8. **Paragraph 2(d) of Exhibit E** 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 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) Cha Yang, County's Privacy Officer-Risk Manager/Safety Officer at cha.yang@yolocounty.org, and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and

(iii) Katherine Barrett, HHS Behavioral Health Compliance Officer at HHS.BHCompliance@yolocounty.org

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.

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

10. Except as specifically amended by this Seventh 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 Seventh Amendment as of the day and year last set forth below.

CONTRACTOR

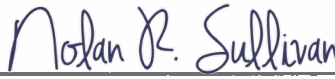
COUNTY OF YOLO

By 
Doug Zeck, Executive Director
Yolo Wayfarer Center dba Fourth and Hope

By _____
Oscar Villegas, Chair
Board of Supervisors

Date: 12/13/2022

Date: _____


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

EXHIBIT A.3 – SCOPE OF SERVICES

Care Coordination Services

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

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

Yolo Wayfarer Center
285 Fourth Street
Woodland, CA 95695

Provider Number: 575702
NPI Number: 1831543578

II. PURPOSE

To provide Case Management Services support services to beneficiaries as they move through the DMC-ODS continuum of care from initial engagement and early intervention, through treatment to recovery supports.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

IV. SERVICES

Care Coordination services shall be provided to a beneficiary in conjunction with treatment or may also be delivered and claimed as a standalone service. It can be provided in clinical or nonclinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone.

Care Coordination services must be provided by a Licensed Practitioner of the Healing Arts (LPHA) or a certified/registered AOD counselor. Certified counselors may assist with some aspects of this service; however, a licensed provider is responsible for this service component.

Care coordination services shall be implemented to ensure a client-centered and whole-person approach to wellness. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level.

A. The components of care coordination services are:

- a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
- b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational,

EXHIBIT A.3 – SCOPE OF SERVICES

social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

- B. Trauma-informed substance abuse treatment and therapeutic services to address issues of relationships, sexual and physical abuse, and parenting.
- C. Culturally and linguistically competent service delivery, the County requires annual cultural competency training for all staff providing direct services. Provision of services must be made available to beneficiaries in Yolo County's threshold languages: English, Spanish, and Russian. Providers must also have the capability to provide services in the fifteen (15) federally recognized threshold languages in the State of California.
- D. Providers will be responsible for ensuring that their agency staff attend trainings as determined by their roles and responsibilities. Compliance with training requirements will be monitored through the HHSA Quality Management (QM) review process.
- E. Coordination with mental health services - Provider shall screen individuals for mental health disorders and provide or refer client to needed services, with an appropriately completed Release of Information (ROI).
- F. Coordination with physical health care services. With an appropriately completed client Release of Information (ROI), providers shall notify the client's medical home provider of the admission and request medical records for Medical Director's review. If client does not have a medical home, identifying a medical home will be a goal in the treatment plan, as needed/appropriate based on the assessment.
- G. **If a CalWorks involved client:**
Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

If a Child Welfare involved client:

Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.

Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.

EXHIBIT A.4 – SCOPE OF SERVICES

Clinician Consultation Services

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

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

Yolo Wayfarer Center
285 Fourth Street
Woodland, CA 95695

Provider Number: 575702
NPI Number: 1831543578

II. PURPOSE

To provide Clinician consultation services include DMC provider physicians consulting with addiction medicine physicians, addiction psychiatrists, or clinical pharmacists. Clinician Consultation Services are designed to assist DMC provider physicians with seeking expert advice on designing treatment plans and supporting DMC providers with complex cases, which may address medication selection, dosing, side effect management, adherence, drug-to-drug interactions, or level of care considerations.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

IV. SERVICES

Clinician Consultation replaces and expands the previous “Physician Consultation” service referred to in the Section 1115 STCs that were used to describe the DMC-ODS program during the years 2015-2021.

Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care.

Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. DMC-ODS Counties may contract with one or more physicians, clinicians, or pharmacists specializing in

EXHIBIT A.4 – SCOPE OF SERVICES

addiction in order to provide consultation services. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems

While each contractor must submit a proposal for these services, and have them available to beneficiaries when appropriate, it is anticipated that not all beneficiaries accessing substance use disorder treatment services will need physician consultation services as described above. It is anticipated that approximately 20% of beneficiaries accessing treatment will require physician consultation, and when required the beneficiary would not need more than 4 units of service throughout their treatment continuum.

All SUD network contractors will verify Medi-Cal eligibility, have the ability to identify client referral sources, and complete a comprehensive beneficiary assessment at intake.

V. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

If a Child Welfare involved client:

Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.

Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.