

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

This First Amendment to Agreement No. 21-19 (“First 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 North Valley Behavioral Health, LLC., 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 January 26, 2021, the Parties entered into Agreement No. 21-19 (“Agreement”); and

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

1. Revise **Paragraph III.B.1.** to increase funding in the amount of \$100,000 for Fiscal Year (FY) 2022-23 with a new contract maximum of \$2,236,000; and
2. Revise **Paragraph III.B.2.** to reflect the new lifetime maximum; and
3. Add **Paragraph C.** to **Section IV.** of **Exhibit A** to include services for a new case manager effective December 1, 2022; and
4. Revise **Paragraph XVIII.A.** of **Exhibit C** to update county county for notices; and
5. Revise **Exhibit D** to update the budget for FY 2022-23; and
6. Revise **Exhibit E** to include contact information for security breaches; and
7. Revise **Exhibit F** to include case manager performance measures.

**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 **TWO MILLION TWO HUNDRED THIRTY-SIX THOUSAND DOLLARS (\$2,236,000)** specified as follows:

Fiscal Year 2020-21 January 26, 2021 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>
\$384,000, prorated based on the date performance commences	\$876,000	\$976,000	<b>\$2,236,000</b>

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](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>Maximum Agreement Term Extension Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Maximum Payment Obligation Per OY/FY</b>
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$876,000	Less than or equal to \$3,112,000
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$876,000	Less than or equal to \$3,988,000

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **THREE MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND (\$3,988,000)** 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.

3. **Paragraph C.** is hereby added to **Section IV.** of **Exhibit A** to the Agreement to read as follows:

**C.** Effective December 1, 2022, Contractor shall hire a full-time case manager that will support non-FSP clients residing in either either Pine Tree Gardnen facilities. Duties for this position shall include the following: supporting new Pine Tree Gardens clients acclimate to their new homes through frequent connections, ensuring they get settled in, and build a plan around their needs while they're in the home. This could include activities of daily living, financial literacy, how to care for their space and home, scheduling and time management, and medication management. For clients who find they are ready to move on to their next living situation, this position would support them in a successful transition.

4. **Paragraph XVIII.A. of Exhibit C** 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: North Valley Behavioral Health, LLC.  
 1535 Plumas Court, Suite A  
 Yuba City, CA 95991  
 Attn: Arne Hyson, Administrator

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

5. **Exhibit D** to the Agreement is hereby amended to read as attached.

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

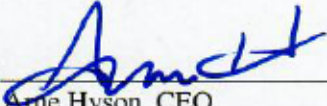
7. **Exhibit F** to the Agreement is hereby amended to read as attached

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

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


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

**CONTRACTOR**

By:   
Anne Hyson, CEO  
North Valley Behavioral Health, LLC  
  
Date: 1/23/23

**COUNTY OF YOLO**

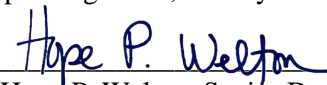
By: \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

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 D – CONTRACT BUDGET**

<b>North Valley Behavioral Health LLC</b>		
<b>Pine Tree Gardens Services</b>		
	Cost Items	Fiscal Year 2020-21 January 26, 2021 or the date performance commences, whichever is later, through June 30, 2021, a prorated amount of the following based on start date:
1	a. Personnel	\$380,800
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$57,120
2	Operating Costs	\$362,080
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$800,000</b>

<b>North Valley Behavioral Health LLC</b>		
<b>Pine Tree Gardens Services</b>		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	\$416,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$62,547
2	Operating Costs	\$396,475
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$876,000</b>

<b>North Valley Behavioral Health LLC</b>		
<b>Pine Tree Gardens Services</b>		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	\$501,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$77,547
2	Operating Costs	\$396,475
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$976,000</b>

**EXHIBIT D – CONTRACT BUDGET**

<b>North Valley Behavioral Health LLC</b>		
<b>Pine Tree Gardens Services</b>		
	<b>Cost Items</b>	<b>Option Year(s) July 1<sup>st</sup> through June 30<sup>th</sup></b>
1	a. Personnel	\$416,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$62,547
2	Operating Costs	\$396,475
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$876,000</b>

## EXHIBIT E – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include, but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
  - A. Cha Yang, County’s Privacy Officer-Risk Manager/Safety Officer at [cha.yang@yolocounty.org](mailto:cha.yang@yolocounty.org), and
  - B. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and
  - C. Charles Egbert, County’s HHS Privacy Officer at [Charles.Egbert@yolocounty.org](mailto:Charles.Egbert@yolocounty.org), and
  - D. Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.org](mailto:HHS.BHCompliance@yolocounty.org).
- IV. By signing this Agreement, Contractor certifies it has reviewed, understands the contents of, and shall comply with:
  - A. the requirements set forth in the State Performance Agreement, which are attached hereto as Exhibit E.1 and are hereby incorporated by reference.
  - B. the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at website [https://www.yolocounty.org/health-human-services/mental-health/behavioralhealth-quality-management/-folder-3841#docan1597\\_10556\\_7495](https://www.yolocounty.org/health-human-services/mental-health/behavioralhealth-quality-management/-folder-3841#docan1597_10556_7495)
- V. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – PERFORMANCE MEASURES**

Pine Tree Gardens		North Valley Behavioral Health, LLC	Arne Hyson
Program Purpose	Provide residents of Pine Tree Gardens East and West houses with adult residential facility services in their homes.		
Program Information	NVBH, as operator of Pine Tree Gardens West and operator of Pine Tree Gardens East, will provide appropriate 24/7 staff to both manage the residences and provide related appropriate services.		
<b>PM1: How much did we do?</b>			
1.1	Number of beneficiaries served, by age, gender, race/ethnicity, culture (if known), or disability (e.g., hearing impaired, seeing impaired, wheelchair bound).		
<b>PM2: How well did we do it?</b>			
2.1	# and % of clients who stepped down to the next lower level of program and/or more independent living setting.		
2.2	# and % of clients who participated in at least 75% of the offered services, with data collected by program and type of service.		
<b>PM3: Is anyone better off?</b>			
3.2	# and % of clients who did not need psychiatric hospitalization (or a higher level of care) in the past 12 months.		
3.3	# of % of clients who retained stable housing during the past 12 months.		
3.4	# and % of clients who had no days of incarceration in the past 12 months		

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**EXHIBIT F – PERFORMANCE MEASURES**

Pine Tree Gardens Case Management		North Valley Behavioral Health, LLC	Arne Hyson
Program Purpose	To improve the general health through increased skill development, decrease hospitalizations and increase housing stability of mentally ill residents at both Pine Tree Gardens (PTG) Homes through consistent supports that help residents manage daily.		
Program Information	The PTG case manager new PTG clients acclimate to their new homes through frequent connections, ensuring they get settled in and build a plan around their needs while they're in the home. This may include activities of daily living, financial literacy, how to care for their space and home, scheduling and time management, and medication management. For clients who find they are ready to move on to their next living situation, the case manager will support them in a successful transition.		
<b>PM1: How much did we do?</b>			
1.1	<b>Participants Served:</b> # of PTG residents served and demographics of those served (age, gender, race/ethnicity, disability).		
1.2	<b>Referrals Made:</b> # of service referrals made for these clients broken down by type of referral (primary care, substance use, mental health, other community service)		
<b>PM2: How well did we do it?</b>			
2.1	<b>New Client Engagement Rate:</b> % of new PTG residents that participate in any offered case management service at least <b>once a week</b> .		
2.2	<b>Total Client Participation Rate:</b> % of new PTG residents (lived in a PTG home for 6 months or less) that attend a self/home care, medication management, independent living, financial literacy, scheduling, or time management learning activity provided by the case manager <b>each month</b> .		
2.3	<b>Discharging Client Participation Rate:</b> % of PTG residents that access the case manager as they plan for, or implement, a housing transition or move.		
<b>PM3: Is anyone better off?</b>			
3.1	<b>Stabilization:</b> % and # of clients who have maintained their current housing without admission to Crisis Residential Treatment program and/or an acute inpatient psychiatric care facility.		
3.2	<b>Housing Retention:</b> % and # of PTG clients who successfully maintain their housing during the reporting period.		
3.3	<b>Increase Skillset:</b> % and # of clients who report improved living, home, financial, time, or medication management skills as the result of participating in case management services.		