

BOS No. Orig. #23-149; Amd1 #24-73
Infor Contract No. 5083
Cobblestone No. 1797

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

This Second Amendment to Agreement No. 23-149 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and North Valley Behavioral Health LLC, (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 27, 2023, the Parties entered into Agreement No. 23-149 (“Agreement”); and

WHEREAS, on or about February 27, 2024, 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 **Section I.** of **Article 1.** to extend the term of the Agreement through June 30, 2025 and add option year language; and
2. Revise **Paragraph III.D.** of **Article 1.** to:
 - a. add funding in the amount of \$233,988 for Fiscal Year (FY) 2023-24;
 - b. add funding in the amount of \$2,000,800 for FY 2024-25; and
 - c. increase the contract maximum to \$5,855,538; and
3. Add **Paragraph III.E** to **Article 1.** to add an option year for FY 2025-26; and
4. Revise **Paragraph XI.B.** of **Article 2.** to update county authority language; and
5. Revise **Exhibit B.2** to add a daily facility rate for FY2024-25; and
6. Revise **Paragraph 2.(d).i.** of **Exhibit D** to update the County Risk Manager; and
7. Revise **Exhibit E** to update the performance outcome measures report submit to email.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Section I.** of **Article 1.** of the Agreement is hereby amended to read as follows:

I. TERM

The term of this Agreement shall be from **July 1, 2023 through June 30, 2025** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month period 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. Paragraph III.D. of Article 1 of the Agreement is hereby and amended to read as follows:

D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **FIVE MILLION EIGHT HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED THIRTY -EIGHT DOLLARS (\$5,855,538)**, as follows:

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$3,854,738	\$2,000,800	\$5,855,538

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

3. Paragraph III.E to Article 1. of the Agreement is hereby added to read as follows:

E. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Article 1 Section I above. 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 compensation, 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
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$2,000,800	Less than or equal to \$7,856,338

In no event shall the term of the Agreement extend beyond **June 30, 2026**, nor shall the total agreement maximum exceed the amount of **SEVEN MILLION EIGHT HUNDRED FIFTY– SIX THOUSAND THREE HUNDRED THIRTY- EIGHT DOLLARS (\$7,856,338)**, 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.

4. Paragraph XI.B. of the Agreement is hereby amended to read as follows:

B. Specific County Authority

- 1.** Director’s Authority: The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III of Article 1. The Director may also issue any other general notices regarding the administration of this Agreement.
- 2.** County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“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 contract. 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 then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section VII. of this Article.


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- 3. Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.
- 5. **Exhibit B.2** to the Agreement is hereby amended to read as attached.
- 6. **Paragraph 2.(d).i.** of **Exhibit D** to the Agreement is hereby amended to read as follows:
 - i. Herbert Lester, County's Risk Manager/Safety Officer herbert.lester@yolocounty.org, and
- 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 and any prior amendments, 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

COUNTY OF YOLO

DocuSigned by:

 EB89092475D54A9...
 Arne Hyson, CEO
 North Valley Behavioral Health

 Lucas Frerichs, Chair
 Yolo County Board of Supervisors

Date: 5/22/2024

Date: _____

DocuSigned by:

 D196B33D5DAB46E...
 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

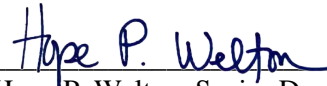
By: 
 Hope P. Welton, Senior Deputy

EXHIBIT B.2 – RATE SCHEDULE(S)

I. Rates for Medi-Cal Billable Services

SMHS residential Services Daily Rates (FY23-24)	
Level of Care	Daily Rate
Psychiatric Health Facility	\$1,055/day

SMHS residential Services Daily Rates (FY24-25)	
Level of Care	Daily Rate
Psychiatric Health Facility	\$1,129/day

[END EXHIBIT B.2]

EXHIBIT E – PERFORMANCE MEASURES

Psychiatric Health Facility	North Valley Behavioral Health	Arne Hyson
Program Purpose	To assist clients to resolve acute psychiatric crises and return to pre-crisis levels of functioning.	
Program Information	North Valley Behavioral Health provides eligible Yolo County Medi-Cal/non-Medi-Cal mental health consumers, who meet State Welfare and Institutions Code criteria and/or are a danger to themselves, a danger to other, and/or are gravely disabled, with necessary Psychiatric Health Facility (PHF) services.	
PM1: How much did we do?		
1.1	# of unduplicated Yolo County clients served annually.	
1.2	# of Yolo County PHF admissions annually.	
1.3	# of PHF treatment days provided annually.	
PM2: How well did we do it?		
2.1	Mean and median length of Yolo County client stay (in days) at PHF annually.	
2.2	Range (in days) of length of Yolo County client stay at PHF annually.	
PM3: Is anyone better off?		
3.1	# and % of Yolo County clients who were not readmitted to an inpatient hospital or PHF within 7 days of discharge from current facility in the past year (HSA responsibility)	
3.2	# and % of Yolo County clients who were not readmitted to an inpatient hospital or PHF within 30 days of discharge from current facility in the past year (HSA responsibility)	

Performance Measures Reports are due Quarterly as follows:

- Submit October 31st for the period of July 1st through September 30th
- Submit January 31st for the period of October 1st through December 31st
- Submit April 30th for the period of January 1st through March 30th
- Submit July 31st for the period of April 1st through June 30th

Contractor shall submit the Performance Outcome Measures report electronically via email to:
GCOUnit@yolocounty.org and kerrie.covert@yolocounty.org

[END EXHIBIT E]