

BOS No. Orig. #23-142
Infor Contract No. 5088
Cobblestone ID No. 1780

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

This Second Amendment to Agreement No. 23-142 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and TLCS Inc., dba Hope Cooperative (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 27, 2023, the Parties entered into Agreement No. 23-142 (“Agreement”); and

WHEREAS, on or about January 19, 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 September 30, 2024; and
2. Revise **Paragraph III.D. of Article 1** to add funding in the amount of \$1,597,720 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$7,988,600; and
3. Revise **Paragraph III.B of Article 2** to update County email addresses; and
4. Revise **Paragraph V.F. of Article 9** to update County email addresses; and
5. Revise **Section IV. of Article 11** to update County email addresses; and
6. Revise **Paragraph IV.A. of Article 12** to update County email addresses; and
7. Revise **Section III. of Article 15** to update County email addresses; and
8. Revise **Section III. of Exhibit B-1** to update County email addresses; and
9. Revise **Paragraph IV.E. of Exhibit B-1** to update County email address; and
10. Revise **Exhibit B-2** to add a budget for FY 2024-25; and
11. Revise **Paragraph 2(d) of Exhibit D** to update County Risk Manager and email addresses; and
12. Revise **Exhibit E** to update County email addresses.

NOW, THEREFORE, IT IS HEREBY AGREED 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 September 30, 2024** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement.

2. **Paragraph III.D. of Article 1** of the Agreement is hereby amended to read as follows:

D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDREDS (\$7,988,600)**, as follows:

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Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through September 30, 2024	Total
\$6,390,880	\$1,597,720	\$7,988,600

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

3. Paragraph III.B of Article 2 of the Agreement is hereby amended to read as follows:

B. In lieu of written notice to the above addresses, any Party may provide notices by email provided the following email addresses are used:

Contractor:
aludwig@hopecoop.org

County:
 Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator: Mila.Green@yolocounty.gov

4. Paragraph V.F. of Article 9 of the Agreement is hereby amended to read as follows:

F. All disclosures required under this Section shall be emailed to HNSA.BHCompliance@yolocounty.gov; HNSAQualityManagement@yolocounty.gov, and the Contract Administrator listed in Article 2, Section III.B.

5. Section IV. of Article 11 of the Agreement is hereby amended to read as follows:

IV. Any requests for technical assistance by Contractor regarding any part of this Agreement shall be emailed to the Contract Administrator listed in Article 2, Section III.B. and the HNSA Behavioral Health Quality Management team at HNSAQualityManagement@yolocounty.gov.

6. Paragraph IV.A. of Article 12 of the Agreement is hereby amended to read as follows:

A. Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to HNSABHClaims@yolocounty.gov.

7. Section III. of Article 15 of the Agreement is hereby amended to read as follows:

II. Contractor shall submit to County the following listed reports. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

A. Practitioner Information Report

1. A Practitioner Information Report must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.
2. A Practitioner Information Report shall include the following:
 - a. Practitioner Enrollment Form: available on the Yolo County website, or by request to HNSAQualityManagement@yolocounty.gov.
 - b. Supporting Documentation: a copy of current license and NPI provider registry date printout. Note that the practitioner’s legal name must appear on both the current license

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and NPI printout. The NPI printout may be accessed at <https://npiregistry.cms.hhs.gov/>.

c. Additional documents may be required for specific provider classifications.

3. The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHSA, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to HHSAQualityManagement@yolocounty.gov.

B. Annual Training Report

This report shall summarize all training provided to Contractor's staff. Due date: July 31, following the completion of a fiscal year. Submit electronically via email to HHSAQualityManagement@yolocounty.gov.

C. Equipment Report (See Article 2. Section XV.)

Due date: July 31, following the completion of a fiscal year. Submit electronically via email to HHSA-BHClaims@yolocounty.gov.

D. Certified Audited Financial Reports

Due Date: by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.

- E. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement.

8. **Section III.** of **Exhibit B-1** to the Agreement is hereby amended to read as follows:

III. TRACKING UNITS OF SERVICE AND CLAIMING

- A. Contractor shall establish an internal tracking system that will accurately track and maintain units of service, including tracking all services by client guarantor type.
- B. 1. If the Contractor has access to AVATAR, Contractor shall also enter service and claims data into AVATAR, in the format specified by the County and within the timeframes established by County. Timely documentation expectations, per CalAIM, are within three (3) business days for routine services and twenty-four (24) hours for urgent services.
2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to HHSA-BHClaims@yolocounty.gov.
- C. 1. Contractor shall use Yolo County-approved Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as adapted by County in the then current Approved Yolo County SMHS Code Workbook. A copy of the current Approved Yolo County SMHS Code Workbook was provided to the Contractor prior to the execution of this Agreement. Contractor is also expected to follow County prescribed scope of practice guidelines for service provision contained in the then current Approved Yolo County SMHS Code Workbook.

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- 2. The codes are subject to change in accordance with changes in federal, state or County guidelines. Changes to the Yolo County SMHS Code Workbook do not require an amendment to this Agreement and County may implement these changes upon written notice to the Contractor. To obtain a copy of the then current codes, please email HHSAA-QualityManagement@yolocounty.gov.

9. Paragraph IV.E. of Exhibit B-1 to the Agreement is hereby amended to read as follows:

- E. Invoices for payment may be submitted to County in an electronic format at HHSAAccountsPayable@yolocounty.gov. All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential client information, the invoice and supporting documentation must be encrypted for transmission.

10. Exhibit B-2 to the Agreement is hereby amended to read as attached.

11. Paragraph 2(d) of Exhibit D 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 Title 45 of the Code of Federal Regulations section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Title 45 of the Code of Federal Regulations to:

- i. Herbert Lester, County’s Risk Manager/Safety Officer Herbert.Lester@yolocounty.gov; and
- ii. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at Lee.Gerney@yolocounty.gov; and
- iii. Charles Egbert, HHSAA Privacy Officer at Charles.Egbert@yolocounty.gov; and
- iv. Katherine Barrett, HHSAA Behavioral Health Compliance Officer at HHSAA.BHCompliance@yolocounty.gov.

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

13. All attachments to this Second Amendment are incorporated herein by this reference.

14. 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.

[Signatures Follow]

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

CONTRACTOR

Signed by:
April Ludwig

April Ludwig, CEO
TLCS Inc., dba Hope Cooperative

Date: 8/12/2024

COUNTY OF YOLO

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Signed by:
Nolan Sullivan

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*

Hope P. Welton, Senior Deputy

EXHIBIT B-2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

I. A. Rate Based Outpatient Services (see section V.A. of Exhibit B-1)

Outpatient Services Hourly Rates	
Provider Type	Hourly Rate
Psychiatrist	\$1,118.69/hour
Physician’s Assistant	\$463.24/hour
Nurse Practitioner	\$513.62/hour
Registered Nurse	\$419.54/hour
Certified Nurse Specialist	\$513.62/hour
Licensed Vocation Nurse	\$220.39/hour
Pharmacist	\$494.40/hour
Licensed Psychiatric Technician	\$188.95/hour
Psychologist (licensed/pre-licensed)	\$415.39/hour
Licensed Practitioner of the Healing Arts (LMFT/AMFT, LPCC/APCC, LCSW/ACSW)	\$268.81/hour
Occupational Therapist	\$357.82/hour
Mental Health Rehab Specialist	\$202.25/hour
Certified Peer Recovery Specialist	\$212.35/hour
Other Qualified Providers (i.e., MHW)	\$202.25/hour

B. Contract Budget for Rate Based Outpatient Services

Contractor shall use the rates specified in section A above, regardless of client guarantor type. The following is only an estimated breakdown of the rate-based services by client guarantor type. These amounts are not guaranteed and are subject to delivery of services authorized and provided in accordance with the provisions of this Agreement.

Rate Based Services Budget		
	Cost Items	Fiscal Year 2023-24
1	Services to Medi-Cal Beneficiaries	\$3,491,002
2	Services to Non Medi-Cal Beneficiaries	\$480,000
3	Total	\$3,971,002

Rate Based Services Budget		
	Cost Items	Fiscal Year 2024-25
1	Services to Medi-Cal Beneficiaries	\$1,397,720
2	Services to Non Medi-Cal Beneficiaries	\$50,000
3	Total	\$1,447,720

II. Actual Expenditures

The following is budget for actual expenditures. These amounts are not guaranteed and are subject to delivery of services authorized and provided in accordance with the provisions of this Agreement. With the exception of the Additional Program Costs specified in V.B of Exhibit B-1 for the period of July 1, 2023 through September 30, 2024, Contractor may only be reimbursed for

EXHIBIT B-2 – RATE SCHEDULE(S)/CONTRACT BUDGET(S)

Medi-Cal billable services under the rates specified in Section I, above. By signing this Agreement, Contractor affirms that no other costs for Medi-Cal billable services are included in this Contract Budget, including any indirect costs. Direct to Client costs for FY2024-25 no longer include Contractor’s payment of Yolo County Food Bank invoices for Yolo County Behavioral Health Wellness Center purchases.

Actual Expenditures Budget		
	Cost Items	Fiscal Year 2023-24
1	Additional Program Costs (effective July 1, 2024 through September 30, 2024 only)	\$1,830,000
2	Direct to Clients and Peer Certification Costs	\$589,878
3	Total	\$2,419,878

Actual Expenditures Budget		
	Cost Items	Fiscal Year 2024-25
1	Direct to Clients and Peer Certification Costs	\$150,000
2	Total	\$150,000

[END EXHIBIT B-2]

EXHIBIT E – PERFORMANCE MEASURES

Adult Outpatient Mental Health: Adult Wellness Alternative		TLCS, Inc. dba Hope Cooperative	April Ludwig
Program Purpose	Reduce homelessness, psychiatric hospitalizations, incarceration, and increase stability for beneficiaries through employment, school enrollment, meeting treatment plan goals and stepping down to a lower level of care.		
Program Information	The Adult Wellness Alternatives program is designed to support beneficiaries, ages 26-59, who are living with a severe mental illness (SMI), who may have co-occurring disorders, be involved in the criminal justice system, are homeless (chronic or otherwise) or at risk of homelessness, and who may have a history of psychiatric hospitalizations. This program service delivery model is based on providing comprehensive and intensive mental health services employing a “whatever it takes” community-based approach, available 24 hours a day/7 day per week and using innovative interventions to help beneficiaries reach their recovery goals. Through this service delivery model, and in alignment with MHSA core principles, this program will support up to 100 Yolo County beneficiaries ages 25-59.		
PM1: How much did we do?			
1.1	# of FTEs onsite at permanent supportive housing locations		
1.2	# of beneficiaries served during reporting period		
1.3	# of newly enrolled beneficiaries during the reporting period		
1.4	Total service hours broken out by Medication Support; Case Management/Rehab; Individual & Group Therapy; Crisis Intervention		
1.5	Beneficiary Demographics broken out by Age; Gender; Race, Ethnicity; and Primary and Secondary Diagnosis		
PM2: How well did we do it?			
2.1	% of no-shows for prescribing staff (psychiatrists and nurse practitioners)		
2.2	% of no-shows for non-prescribing staff (clinicians, case managers and nurses)		
2.3	% of beneficiaries that voluntarily discontinued FSP services (program total)		
2.4	% of beneficiaries referred for FSP assessment accepted into the FSP program		
2.5	% of beneficiaries seen for post hospital follow-up within 7 calendar days of discharge		
2.6	% of beneficiaries who are contacted within 4 hours of hospital or jail notification for discharge		
2.7	% of beneficiaries reporting satisfaction with FSP services		
2.8	% of referred beneficiaries contacted within 2 calendar days from HHSA referral		
PM3: Is Anyone better off?			
3.1	# of days beneficiaries experienced homelessness while enrolled compared to prior 12-month period (program total) # of days beneficiaries experienced homelessness while enrolled compared to prior 12-month period (average)		
3.2	# of days beneficiaries experienced incarceration while enrolled compared to prior 12-month period (program total)		

EXHIBIT E – PERFORMANCE MEASURES

	# of days beneficiaries experienced incarceration while enrolled compared to prior 12-month period (average)
3.3	# of days beneficiaries experienced psychiatric hospitalization while enrolled compared to prior 12-month period (program total) # of days beneficiaries experienced psychiatric hospitalization while enrolled compared to prior 12-month period (average)
3.4	# of days beneficiaries employed while enrolled compared to prior 12-month period (program total) # of days beneficiaries employed while enrolled compared to prior 12-month period (average)
3.5	# of days beneficiaries enrolled in school while enrolled compared to prior 12-month period (program total) # of days beneficiaries enrolled in school while enrolled compared to prior 12-month period (average)
3.6	# of beneficiaries who have met goals and stepped down to a lower level of care % of beneficiaries who have met goals and stepped down to a lower level of care

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: Mila.Green@yolocounty.gov and Sajana.Budhathoki@yolocounty.gov.

[END EXHIBIT E]