

BOS No. Orig. # 23-317
Contract No. 5309
Cobblestone ID No. 1863

FIRST AMENDMENT

This First Amendment to Agreement No. 23-317 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and C.O.R.E. Medical Clinic, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about February 7, 2024 the Parties entered into Agreement No. 23-137 (“Agreement”); and

WHEREAS, on or about May 8, 2024, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

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

1. Revise **Section I. of Article 1** to reflect the current term and remaining option years; and
2. Revise **Paragraph III.D.1. of Article 1** to add funding in the amount of \$120,000 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$1,825,000; and
3. Revise **Paragraph III.D.2. of Article 1** to update the remaining option years and lifetime maximum; and
4. Revise **Paragraph III.B of Article 2** to update county email addresses; and
5. Revise **Paragraph XI.B. of Article 2** to update Specific County Authority; and
6. Revise **Paragraph VI.F. of Article 9** to update county email addresses; and
7. Revise **Paragraph IV.A. of Article 12** to update county email address; and
8. Revise **Paragraph III.B.2.a. of Article 15** to update county email address; and
9. Revise **Paragraph III.B.3. of Article 15** to update county email address; and
10. Revise **Paragraph III.C. of Article 15** to update county email address; and
11. Revise **Paragraph III.D. of Article 15** to update county email address; and
12. Revise **Exhibit B.2** to add rates for FY 2024-25; and
13. Revise **Paragraph 2.(d) of Exhibit D** to update County Risk Manager contact and Email addresses; and
14. Revise **Exhibit E** to update county email addresses.

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 **January 1, 2024 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 three (3) additional twelve (12) month periods and one (1) additional six (6) 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 their designee (“Director”).

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

D.1. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **ONE MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,825,000)** as follows:

Fiscal Year 2023-24 January 1, 2024 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$625,000	\$1,200,000	\$1,825,000

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

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

D.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph 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 payment obligation, 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 \$1,080,000	Less than or equal to \$2,905,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,080,000	Less than or equal to \$3,985,000
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$1,080,000	Less than or equal to \$5,065,000
6 months OY/FY 2028-29	On or before December 31, 2028	Less than or equal to \$540,000	Less than or equal to \$5,605,000

In no event shall the term of the Agreement extend beyond **December 31, 2028**, nor shall the total contract maximum exceed the amount of **FIVE MILLION SIX HUNDRED FIVE THOUSAND DOLLARS (\$5,605,000)**, 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.

4. 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: MStenson@Corecapitol.com	County: Contracts Unit: HHSAContracts@YoloCounty.gov Contract Administrator: Kerrie.Covert@yolocounty.gov
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5. Paragraph XI.B. of Article 2 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

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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.
 3. Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors
6. **Paragraph VI.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 HSA.BHCompliance@yolocounty.gov, HSAQualityManagement@yolocounty.gov and the Contract Administrator listed in Article 2, Section III.B
7. **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 30. 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: HSA-BHClaims@yolocounty.gov.
8. **Paragraph III.B.2.a. of Article 15** of the Agreement is hereby amended to read as follows:
- a. Practitioner Enrollment Form: available on the Yolo County website or by request to HSAQualityManagement@yolocounty.gov.
9. **Paragraph III.B.3. of Article 15** of the Agreement is hereby amended to read as follows:
3. The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HSA, 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 HSAQualityManagement@yolocounty.gov.
10. **Paragraph III.C. of Article 15** of the Agreement is hereby amended to read as follows:
- C. Annual Training Report**
- This report shall summarize all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: upon request around July 31, following the completion of a fiscal year. Submit electronically via email to HSAQualityManagement@yolocounty.gov.
11. **Paragraph III.D. of Article 15** of the Agreement is hereby amended to read as follows:
- D. Equipment Report (See Article 2. Section XV.)**
- Due date: July 31, following the completion of a fiscal year. Submit electronically via email to: HSA-BHClaims@yolocounty.gov. (N/A for NTP's)
12. **Exhibit B.2** to the Agreement is hereby amended to read as attached.

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13. 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, HHS Privacy Officer at Charles.Egbert@yolocounty.gov; and
- iv. Katherine Barrett, HHS Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.gov.

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.

14. Exhibit E to the Agreement is hereby amended to update its last paragraph to read as follows:

Contractor shall submit the Performance Outcome Measures report electronically via email to: Marisa.Green@yolocounty.gov and Kerrie.Covert@yolocounty.gov.

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

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

CONTRACTOR

DocuSigned by:
Marshall Stenson

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Marshall Stenson, Business Services Director
C.O.R.E. Medical Clinic, Inc.

Date: 8/16/2024

COUNTY OF YOLO

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Signed by:
Nolan Sullivan

E4752BA1C9414D9...
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 – FINANCIAL INFORMATION AND SCHEDULES

PROVIDER RATE TABLES

SUD NTP RATES January 1, 2024 through June 30, 2024		NON- PERINATAL	PERINATAL
	Methadone Daily Rate	\$ 18.63	\$ 20.07
	Buprenorphine - Naloxone Combo Film Daily Rate	\$ 29.44	\$ 40.94
	Buprenorphine - Naloxone Combo Tablets Daily Rate	\$ 33.07	\$ 44.56
	Buprenorphine Mono Daily Rate	\$ 32.57	\$ 44.08
	Disulfiram Daily Rate	\$ 11.75	\$ 11.93
	Buprenorphine Injectable (Sublocade)	\$ 2,048.98	\$ 2,048.98
	Naltrexone Injectable (Vivitrol)	\$ 2,238.05	\$ 2,238.05
	Naloxone HCL - 2 pack (Generic)	\$ 106.07	\$ 106.07
	Naloxone HCL - 2 pack (Narcan)	\$ 144.76	\$ 144.76

SUD OUTPATIENT AND NTP COUNSELING RATES BY PROVIDER TYPE January 1, 2024 through June 30, 2024		PER HOUR	PER MINUTE
SUD	Physicians Assistant	\$ 338.78	\$ 5.64
SUD	Nurse Practitioner	\$ 375.63	\$ 6.26
SUD	RN	\$ 306.82	\$ 5.11
SUD	Pharmacist	\$ 433.89	\$ 7.23
SUD	MD	\$ 604.49	\$ 10.07
SUD	Psychologist/Pre-licensed Psych	\$ 364.54	\$ 6.07
SUD	LPHA (MFT, LCSW, LPCC/Intern or waived LPHA)	\$268.81	\$4.48
SUD	Alcohol and Drug Counselor	\$ 202.19	\$ 3.36
SUD	Peer Recovery Specialist	\$ 186.36	\$ 3.10

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EXHIBIT B.2 – FINANCIAL INFORMATION AND SCHEDULES

SUD NTP RATES Effective July 1, 2024		NON- PERINATAL	PERINATAL
	Methadone Daily Rate	\$ 21.89	\$ 33.63
	Buprenorphine – Naloxone Combo Film Daily Rate	\$ 30.07	\$ 41.83
	Buprenorphine – Naloxone Combo Tablets Daily Rate	\$ 33.76	\$ 45.50
	Buprenorphine Mono Daily Rate	\$ 33.25	\$ 44.99
	Disulfiram Daily Rate	\$ 12	\$ 12.18
	Buprenorphine Injectable (Sublocade)	\$ 2091.52	\$ 2,091.52
	Naltrexone Injectable (Vivitrol)	\$ 2284.48	\$ 2284.48
	Naloxone HCL – 2 pack (Generic)	\$ 109.34	\$ 109.34
	Naloxone HCL-2 Pack (Narcan)	\$149.22	\$149.22
	Naltrexone per visit	\$19.65	

SUD OUTPATIENT AND NTP COUNSELING RATES BY PROVIDER TYPE Effective July 1, 2024		PER HOUR
SUD	Physicians Assistant	\$ 438
SUD	Nurse Practitioner	\$ 529
SUD	RN	\$ 396
SUD	Pharmacist	\$ 467
SUD	MD	\$ 975
SUD	Psychologist/Pre-licensed Psych	\$ 392
SUD	LPHA (MFT, LCSW, LPCC/Intern or waived LPHA)	\$277
SUD	Alcohol and Drug Counselor	\$253
SUD	Peer Recovery Specialist	\$201
SUD	Licensed Vocational Nurse	\$202
SUD	Medical Assistant	\$143
SUD	LPT	\$178.53
SUD	Occupational Therapist	\$338.11

[End Exhibit B.2]