

BOS No. Orig. #23-149; Amd1 #24-73, Amd2 #24-160
Infor Contract No. 5083
Cobblestone No. 1797

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

This Third Amendment to Agreement No. 23-149 (“Third 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, on or about June 4, 2024, the Parties further amended the Agreement via the Second Amendment; and

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

1. Revise **Paragraph III.D. of Article 1.** to add funding in the amount of \$22,532 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$5,878,070; and
2. Revise **Paragraph III.E. of Article 1.** to update lifetime maximum; 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 address; and
6. Revise **Paragraph IV.A. of Article 12.** to update County email address; and
7. Revise **Paragraph III.A. of Article 15.** to update County email addresses; and
8. Revise **Paragraph III.B. of Article 15.** to update County email addresses; and
9. Revise **Paragraph III.C. of Article 15.** to update County email addresses; and
10. Revise **Paragraph III.B.2. of Exhibit B.1** to update County email addresses; and
11. Revise **Paragraph III.C.2. of Exhibit B.1** to update County email addresses; and
12. Revise **Paragraph 2.(d) of Exhibit D** to update County email addresses; and
13. Revise **Exhibit E** to update County email addresses.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **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 SEVENTY-EIGHT THOUSAND SEVENTY DOLLARS (\$5,878,070)**, 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
\$3,877,270	\$2,000,800	\$5,878,070

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

2. Paragraph III.E. to Article 1. of the Agreement is hereby amended 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 \$7,878,870

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 SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$7,878,870)**, 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 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:

ahyson@nvbh.com

County:

Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administrator: Marisa.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 HHSA.BHCompliance@yolocounty.gov, HHSAQualityManagement@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 HHSA Behavioral Health Quality Management team at HHSAQualityManagement@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 HHSA-BHClaims@yolocounty.gov.

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7. Paragraph III.A. of Article 15. of the Agreement are hereby amended to read as follows:

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 HHSAQualityManagement@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 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.

8. Paragraph III.B. of Article 15. of the Agreement is hereby amended to read as follows:

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.

9. Paragraph III.C. of Article 15. of the Agreement is hereby amended to read as follows:

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.

10. Paragraph III.B.2. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

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.

11. Paragraph III.C.2. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

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 HHSA-QualityManagement@yolocounty.gov.

12. 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:

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

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Arne Hyson
EB89092475D54A9

Arne Hyson, CEO
North Valley Behavioral Health

Lucas Frerichs, Chair
Yolo County Board of Supervisors

Date: 8/22/2024

Date: _____

Signed by:
Nolan Sullivan
E47528A1C9414D8

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 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 (HHSa 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 (HHSa 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 GCUnit@yolocounty.gov and kerrie.covert@yolocounty.gov

[END EXHIBIT E]