

BOS No. Orig. #24-185
Infor Contract No. 5417
Cobblestone ID No. 1959

FIRST AMENDMENT
(BOS AGREEMENT No: ____ - ____)

This First Amendment to Agreement No. 24-185 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Victor Community Support Services (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 25, 2024, the Parties entered into Agreement No. 24-185 (“Agreement”); and

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

1. Revise **Paragraph III.D. of Article 1** to increase funding in the amount of \$759,000 for a new contract maximum of \$1,620,000 by:
 - a. Adding \$253,000 for Fiscal Year (FY) 2024-25; and
 - b. Adding \$253,000 for FY2025-26; and
 - c. Adding \$253,000 for FY2026-27; and
2. Revise **Paragraph III.E. of Article 1** to increase option year funding by \$253,000 per FY and update the 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 **Paragraphs III.A.2. and III.A.3. of Article 15** to update County email addresses; and
8. Revise **Paragraphs III.B. and III.C. of Article 15** to update County email addresses; and
9. Revise **Paragraph III.B.2. of Exhibit B.1** to update County email address; and
10. Revise **Paragraph III.C.2. of Exhibit B.1** to update County email address; and
11. Revise **Paragraph IV.E. of Exhibit B.1** to update County email address; and
12. Revise **Section II. of Exhibit B.2** to update all fiscal year budgets; and
13. Revise **Paragraph 2.d. of Exhibit D** to update County email addresses; and
14. Revise **Exhibit E** to number paragraphs and update County email address.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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1. 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 **ONE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$1,620,000)**, as follows:

Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027	Total
\$540,000	\$540,000	\$540,000	\$1,620,000

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

2. Paragraph III.E. of 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 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 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 2027-28	On or before June 30, 2028	Less than or equal to \$540,000	Less than or equal to \$2,160,000
OY/FY 2028-29	On or before June 30, 2029	Less than or equal to \$540,000	Less than or equal to \$2,700,000

In no event shall the term of the Agreement extend beyond **June 30, 2029**, nor shall the total contract maximum exceed the amount of **TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000)**, 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 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:
Ed.Hackett@victor.org

County:
 Contracts Unit: HHSAContracts@yolocounty.gov
 Contract Administrator: Mary.Yung@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 HHSABHCompliance@yolocounty.gov, HHSAAQualityManagement@yolocounty.gov, and the Contract Administrator listed in Article 2, Section III.B.

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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.

7. Paragraphs III.A.2. and III.A.3. of Article 15 of the Agreement are hereby amended to read as follows:

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. Paragraphs III.B. and III.C. of Article 15 of the Agreement are 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.

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.

9. 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.

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10. 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.

11. 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 HHSA.AccountsPayable@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.

12. Section II. of Exhibit B.2 to the Agreement is hereby amended to read as follows:

II. Contract Budget for Non Medi-Cal FSP Services

FSP Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$57,965
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,695
2	Operating	\$16,270
3	Direct to Clients	\$0
4	Total*	\$82,930

Services		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$57,965
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,695
2	Operating	\$16,270
3	Direct to Clients	\$0
4	Total*	\$82,930

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Services		
	Cost Items	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$57,965
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,695
2	Operating	\$16,270
3	Direct to Clients	\$0
4	Total*	\$82,930

Services		
	Cost Items	Optional Year(s) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$57,965
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,695
2	Operating	\$16,270
3	Direct to Clients	\$0
4	Total*	\$82,930

*Contractor may only be reimbursed for Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Medi-Cal billable services are included in this Contract Budget, including any indirect costs. Contractor shall track these non Medi-Cal expenses separately, and County shall pay Contractor actual expenditures incurred.

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, HHSA Privacy Officer at Charles.Egbert@yolocounty.gov; and
- iv. Katherine Barrett, HHSA 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.

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


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.

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

CONTRACTOR

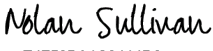
COUNTY

Signed by:

BA3D35015A75458...
Edward E. Hackett, Chief Financial Officer
Victor Community Support Services

Lucas Frerichs, Chair
Board of Supervisors

Date: 11/13/2024

Date: _____

Signed by:

E4752BA1C9414D9...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

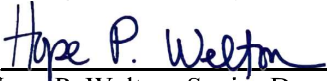
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – PERFORMANCE MEASURES

Children’s Outpatient Behavioral Health Services		Victor Community Support Services	Edward Hackett, Chief Executive Officer
Program Purpose	Reduce symptoms and functional impairments related to primary diagnosis, increase caregiver resources and ensure at home placement.		
Program Information	The program serves Yolo County residents who are Medi-Cal eligible and meet medical necessity criteria for specialty mental health services (SMHS). Clients are between the ages of 0-17, and 18-21 if involved in Child Welfare Services and is a non-minor dependent. Specialty Mental Health Services include individual or group therapies and interventions that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Services are directed toward achieving the client’s/family’s goals and must be consistent with the current Client Treatment Plan.		
PM1: How much did we do?			
1.1	Submission of the Yolo Community Based Monthly Monitoring Tool (as described in Article 15)		
PM2: How well did we do it?			
2.1	% of clients admitted to FSP who have an FSP service documented (assessment of plan development) within 5 calendar days of being admitted to the program. (Objective: 60%)		
2.2	Of clients discharged in the report quarter, # of days to successful discharge (quarterly average)		
2.3	# and % of provider changes per client (Objective: less than 50%)		
2.4	% of clients who are ICC and IHBS eligible with a facilitated CFT every 90 days. (Objective: 100%)		
2.5	% of clients who received their 1 st clinical appointment within 7 days post psychiatric hospitalization. (Objective: 100%)		
2.6	% of clients who received their first psychiatric follow up within 30 days post psychiatric hospitalization. (Objective: 100%)		
PM3: Is anyone better off?			
3.1	Of clients discharged in the quarter, what % had a positive discharge (met treatment plan goals)? (Objective: 70%)		
3.2	% of clients discharged in quarter who demonstrate improvement in functioning using the CANS assessment. (Objective: 70%)		
3.3	% of discharged clients who demonstrated a maintenance or increase in strengths using the CANS assessment. (Objective: 70%)		
3.4	% of caregivers with significant needs in CANS Caregiver Resource & Needs Domain at intake will show improvement at discharge. (Objective: 70%)		
3.5	% of clients with significant needs in CANS Child/Behavioral/Emotional Needs Domain at intake will show improvement at discharge. (Objective: 70%)		
3.6	% of clients with significant needs in CANS Risk Behaviors Domain at intake will show improvement at discharge. (Objective: 70%)		
3.7	% of clients who remained in their home placement (without jail or psychiatric hospital admissions and without out of home foster or group home placement). (Objective: 80%)		
3.8	% of unduplicated clients with a successful discharge will not experience recidivism to a higher level of care, admission to a detention facility or any psychiatric hospital within 90 days after discharge from the program. (Objective: 85%) * Measured by county, not provider		

EXHIBIT E – PERFORMANCE MEASURES

A. 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 31st for the period of January 1st through March 30th

Submit July 31st for the period of April 1st through June 30th

B. Contractor shall submit the Performance Outcome Measures report electronically via email to CYFBHRBA@yolocounty.gov.

[END EXHIBIT E]