

BOS No. Orig. #23-154, Amd1 #24-148
Infor Contract No. 5098
Cobblestone ID No. 1777

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

This Second Amendment to Agreement No. 23-154 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and OLE Health, dba CommuniCare OLE (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 27, 2023, the Parties entered into Agreement No. 23-154 (“Agreement”); and

WHEREAS, on or about October 24, 2023, the County and CommuniCare Health Centers entered into a Consent to Assignment, effective October 1, 2023, with OLE Health dba CommuniCare OLE; and

WHEREAS, on or about May 21, 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 **Paragraph III.D. of Article 1** to add funding in the amount of \$100,000 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$2,155,074 and add language to allow for rollover of unspent funds in FY 2024-25; and
2. Revise **Paragraph III.E. of Article 1** to 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 **Paragraph III.A.2.a. of Article 15** to update County email address; and
8. Revise **Paragraph III.A.3. of Article 15** to update County email address; and
9. Revise **Paragraph III.B. 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.B.2. of Exhibit B.1** to update County email address; and
12. Revise **Paragraph III.C.2. of Exhibit B.1** to update County email address; and
13. Revise **Paragraph IV.E. of Exhibit B.1** to update County email address; and
14. Revise **Section II. of Exhibit B.2** to add budget for FY2024-25 for the additional funding; and
15. Revise **Paragraph 2.d. of Exhibit D** to update County Risk Manager and County email addresses; and
16. Revise **Exhibit E** to number sections and update County email addresses.

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 **TWO MILLION ONE HUNDRED FIFTY-FIVE THOUSAND SEVENTY-FOUR DOLLARS (\$2,155,074)**, as follows:

Funding Source	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
MHSA	\$1,027,537	\$1,027,537	\$2,055,074
Davis Unified School District	\$0	\$100,000*	\$100,000
Total	\$1,027,537	\$1,127,537	\$2,155,074

*Any unspent funding in a fiscal year may be rolled over into future fiscal year including optional years.

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 added 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 2025-26	On or before June 30, 2026	Less than or equal to \$1,027,537	Less than or equal to \$3,182,611

In no event shall the term of the Agreement extend beyond **June 30, 2026**, nor shall the total contract maximum exceed the amount of **THREE MILLION ONE HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$3,182,611)**, 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: Alicia.Hardy@communicareole.org & Shannon.Garza@communicareole.org	County: Contracts Unit: HHSAContracts@yolocounty.gov Contract Administrator: Mary.Yung@yolocounty.gov
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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, Paragraph 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.

7. Paragraph III.A.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 HHSAQualityManagement@yolocounty.gov.

8. Paragraph III.A.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 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.

9. 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.

10. 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.

11. 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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12. 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.

13. 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.

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

II. Contract Budget for Non Medi-Cal Billable Services

Specialty Mental Health Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536

Specialty Mental Health Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536

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Davis Joint Unified School District Wellness Program		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$83,200
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$12,480
2	Operating	\$4,320
3	Direct to Clients	\$0
4	Total*	\$100,000

Specialty Mental Health Services		
	Cost Items	Optional Extension (FY 2025-26) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536

*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.

15. 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.

16. Exhibit E to the Agreement to hereby amended to read as attached.

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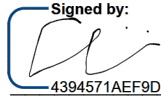
17. All attachments to this Second Amendment are incorporated herein by this reference.

18. 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

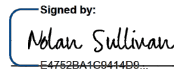
Signed by:


4394571AEF9D435...
Alicia Hardy, Chief Executive Officer
OLE Health, dba CommuniCare OLE

Date: 11/19/2024

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Signed by:


E4762BA168414B6...
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

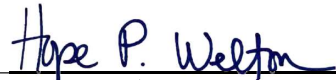
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – PERFORMANCE MEASURES

K-12 School Partnerships Services in the Davis Catchment Area	OLE Health dba CommuniCare OLE	Alicia Hardy Chief Executive Director
Program Purpose	To provide the key activities of the Yolo County K-12 School Partnerships Program outlined in the Yolo County Mental Health Services Act (MHSA) Program Plan for 2020-2023 and the approved proposal for the Mental Health Student Services Act (MHSSA) Grant. The goal of this integrated approach is to blend resources, training, systems, data, and practices to improve outcomes for all children and youth.	
Program Information	The K-12 School Partnerships Program expands the current, more limited array of services and supports available to students and integrates mental health services into the school systems. With an emphasis on prevention, early identification, and intervention of the social, emotional, and behavioral needs to students, it will provide a wide array of Tier I, II, and III services. Services to be provided include, but are not limited to: universal screening, assessment, referral, and treatment for children and youth enrolled in transitional kindergarten through the twelfth grade.	
PM1: How much did we do?		
Staff	Total FTEs by Classification (Manager, Supervisor, Clinician, Case Manager, Administrative Support)	
1.1	Program Participants # of unduplicated participants served	
1.2	# of Tier I services (unduplicated)	
1.3	# of Tier I services provided (duplicated)	
1.4	# of Tier II services (unduplicated)	
1.5	# of Tier II services provided (duplicated)	
1.6	# of Tier III services (unduplicated)	
1.7	# of Tier III services provided (duplicated)	
PM2: How well did we do it?		
2.1	Timeliness Average interval (days) between referral and completion of screening	
2.2	% of participants who receive an assessment within 10 business days of screening	
2.3	Referral/Linkage # and % of participants (with private health insurance) referred to services through their insurance plan	
	# and % of participants (with private health insurance) successfully linked to services through their insurance plan	
2.4	# and % of participants in treatment services utilizing Medi-Cal billing (managed care)	
2.5	# and % of participants in treatment services utilizing Medi-Cal billing (SMHS)	
2.6	Service Delivery Average # of sessions per participant in therapeutic services	
2.7	Participant Satisfaction # and % of participants (including parent/guardians) who reported satisfaction with services (as calculated from responses to satisfaction surveys)	
PM3: Is anyone better off?		

EXHIBIT E – PERFORMANCE MEASURES

3.1	# and % of clients with a decrease in # of items needing action on Child Behavior/Emotional Need section of CANS from intake to discharge.
3.2	# and % of clients with a decrease in # of items needing action on Life Domain Functioning section of CANS from intake to discharge.
3.3	# and % of students with improved attendance (as calculated by % of attendance days quarter of referral vs. % of attendance days in quarter of discharge).
3.4	# and % of students with decreased instances/frequency of school-based behavioral interventions (as calculated by % of days with behavioral interventions in quarter of referral vs. % of days with behavioral interventions in quarter of discharge).

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 30th 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: Mary.Yung@yolocounty.gov and Jennifer.Edwards@yolocounty.gov.

[END EXHIBIT E]