

**FIFTH AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Fifth Amendment to Agreement No. 22-110 (“Fifth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, acting for and on behalf of University of California, Davis Health (“Contractor”), jointly referred to as the “Parties” and individually as the “Party” herein.

**WHEREAS**, on or about May 24, 2022, the Parties entered into Agreement No. 22-110 (“Agreement”); and

**WHEREAS**, on or about June 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about September 27, 2022, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about October 25, 2022, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about November 2, 2022, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, on or about November 22, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

**WHEREAS**, on or about May 16, 2023, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

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

1. Revise **Section 2.** to reflect the current term of the Agreement and remaining option years; and
2. Revise **Paragraph 5.A.** to add funding in the amount of \$25,000 for Fiscal Year 2023-24 for a new contract maximum of \$60,000; and reflect the current term; and increase the contract maximum of the Agreement; and
3. Revise **Paragraph 5.B.** to increase funding for each available option year; and reflect the remaining available option years; and update the lifetime maximum.
4. Revise **Exhibit B** to update the rates.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Section 2.** of the Agreement is hereby amended to read as follows:

2. The term of this Agreement shall be from **January 1, 2022 through June 30, 2024** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods, which includes rate adjustments at each option year period as determined by Contractor, on the same terms and conditions as set forth in this Agreement

upon written notice (“option letter”) to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”). County shall have the right to withdraw its option letter should the rate adjustments set by Contractor exceed the funds available for this Agreement, provided that County provides written notice to Contractor.

Either Party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other Party.

**2. Paragraph 5.A.** of the Agreement is hereby amended to read as follows:

**5.A.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024**, shall be no greater than **SIXTY THOUSAND DOLLARS (\$60,000)** specified as follows:

CFDA	Fiscal Year 2021-22 January 1, 2022 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Total
#93.558	\$5,000	\$15,000	\$40,000	\$60,000

**3. Paragraph 5.B.** of the Agreement is hereby amended to read as follows:

**5.B. Option Years:** The County may exercise its option to extend the term of the Agreement pursuant to Section 2 above, which includes rate adjustments at each option year period as determined by Contractor. If the County elects to exercise an option, County shall notify the Contractor in writing (“option letter”) and allow rate adjustments at each option year period as determined by Contractor. 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 2024-25	On or before June 30, 2025	Less than or equal to \$40,000	Less than or equal to \$100,000
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$40,000	Less than or equal to \$140,000

In no event shall the term of the Agreement extend beyond **June 30, 2026**, nor shall the total contract maximum exceed the amount of **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000)**, 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. County shall have the right to withdraw its option letter should the rate adjustments set by Contractor exceed the funds available for this Agreement, provided that County provides written notice to Contractor.


**4. Exhibit B** to the Agreement is hereby amended to read as attached.

**5.** Except as specifically amended by this Fifth Amendment and all prior amendments, the Agreement shall remain in full force and effect according to its terms.

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

**CONTRACTOR**

**COUNTY OF YOLO**

  
\_\_\_\_\_  
Erick Jenkins, MD, MS, Manager of  
UC Davis Health Contracts  
University of California Davis Health

\_\_\_\_\_  
Oscar E. Villegas, Chair  
Board of Supervisors

Date: June 29, 2023

Date: \_\_\_\_\_

Karleen Jakowski  
LMFT

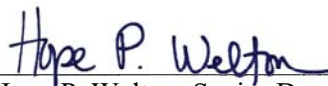
Digitally signed by Karleen  
Jakowski LMFT  
Date: 2023.06.30 09:56:26 -07'00'

\_\_\_\_\_  
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 B – TERMS OF PAYMENT**  
*(effective July 1, 2023)*

**I. METHOD OF PAYMENT**

- A.** Contractor shall submit such claims for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- B.** Claims for payment may be submitted to the County in an electronic format at [HHSA.AccountsPayable@yoloCounty.org](mailto:HHSA.AccountsPayable@yoloCounty.org). All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695  
Attn: Accounts Payable

- C.** County shall pay Contractor at the rates\* specified below for services that have been provided in accordance with the provision of this Agreement.

\$350.00 / per hour\* for staff psychologist

\$400.00 / per hour\* for program managers (e.g., Dr. Blake Carmichael or Dr. Dawn Blacker)

*\*subject to rate change by Contractor*

- D.** County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- E.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement until such noncompliance has been corrected.
- F.** Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- G.** 1. During the term of this Agreement, County may demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, which shall not be unreasonable, regardless of

reason, provided that written notice is provided to Contractor detailing the reason(s). Contractor may submit a written appeal to a disallowance to the Director, or designee, within fifteen (15) days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. County shall provide Contractor a decision in writing within thirty (30) days of receipt of the appeal from Contractor.

2. Any such disallowance related to the current term of this Agreement will be due and payable promptly to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement.
  3. Any such disallowance related to the prior terms of this Agreement pursuant to the services provided herein will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor.
  4. In the event that the aggregated payment otherwise due Contractor pursuant to services provided under this Agreement is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated between the Parties and final approved by the Director.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the state contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- I.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.