

BOS No. Orig.: NA; Amd1 #23-48; Amd2 #23-86
Infor PO No. 4385
Infor Ref No. 2020-2023-LTC-01

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

This Third Amendment to Agreement No. 4385 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and LocumTenens.com, LLC (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 22, 2022, the Parties entered into Agreement No. 4385 (“Agreement”); and

WHEREAS, on or about February 21, 2023, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about May 9, 2023, 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.B1.** to increase funding in the amount of \$210,000 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,220,000; and
2. Revise **Paragraph III.B.2.** to update the lifetime maximum; and
3. Revise **Paragraph F of Exhibit C** to update hourly rate for Psychiatry/Telepsychiatry.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Paragraph III.B1.** of the Agreement is hereby amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor shall be no greater than **ONE MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS (\$1,220,000)** through **June 30, 2025**, specified as follows:

Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$605,000	\$300,000	\$315,000	\$1,220,000

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

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. Should the County elect 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 \$100,000	Less than or equal to \$1,320,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$100,000	Less than or equal to \$1,420,000

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **ONE MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$1,420,000)**, 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 F of Exhibit C to the Agreement is hereby amended to read as follows:

F. County shall pay Contractor for each hour worked by each psychiatrist providing direct patient treatment, consultation, record keeping/charting, chart review and other appropriate duties under this Agreement at the rates specified below:

Rates effective July 1, 2022 to June 30, 2023:

Specialty	Psychiatry/ Telepsychiatry	Child/Adolescent Psychiatry/ Telepsychiatry	NP/PA
Regular Rate Per Hour: between 8am and 5pm Monday – Saturday	\$260	\$275	\$170
Weekday Night On-Call: (5:00PM to 8:00AM in conjunction with and eight-hour day)	\$375	\$375	\$250
Weekday Night On-Call: (5:00PM to 8:00AM)	\$600	\$600	\$350
Overtime Rate: (Hourly; applies when workday exceeds eight (8) hours, for time worked while on beeper call, or any work performed on a weekend)	Hourly x 1.5	Hourly x 1.5	Hourly x 1.5
Weekend Day (24-Hours) / Holiday On- Call: (All hours worked are considered overtime)	\$1,200	\$1,200	\$750

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Malpractice Hourly Rate:	Waived	Waived	Waived
Per Diem (Onsite) / Technology Fee (Tele-psych) Per Booked Day:	Waived	Waived	Waived
Permanent Placement Fee	\$40,000	\$40,000	\$28,000

Rates effective July 1, 2023:

Specialty	Psychiatry/ Telepsychiatry	Child/Adolescent Psychiatry/ Telepsychiatry	NP/PA
Regular Rate Per Hour: between 8am and 5pm Monday – Saturday	up to \$270	\$275	\$170
Weekday Night On-Call: (5:00PM to 8:00AM in conjunction with and eight-hour day)	\$375	\$375	\$250
Weekday Night On-Call: (5:00PM to 8:00AM)	\$600	\$600	\$350
Overtime Rate: (Hourly; applies when workday exceeds eight (8) hours, for time worked while on beeper call, or any work performed on a weekend)	Hourly x 1.5	Hourly x 1.5	Hourly x 1.5
Weekend Day (24-Hours) / Holiday On- Call: (All hours worked are considered overtime)	\$1,200	\$1,200	\$750
Malpractice Hourly Rate:	Waived	Waived	Waived
Per Diem (Onsite) / Technology Fee (Tele-psych) Per Booked Day:	Waived	Waived	Waived
Permanent Placement Fee	\$40,000	\$40,000	\$28,000

Lunch breaks and break periods during which time the psychiatrist is not available for services described herein shall not be compensated. Partial hours worked shall be prorated on a 15-minute basis.

Hourly rate includes any travel/lodging expenses. Contractor shall cover any travel or lodging expenses incurred, including travel to site and lodging near site for in-person providers, and quarterly site visits of up to five (5) days for tele-medicine providers.

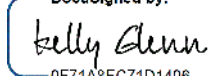
A permanent placement fee shall be due and payable to Contractor in the amounts set forth above in the event that the County shall, within two (2) years following the date of presentment of a psychiatrist by Contractor or a psychiatrist's last date of service if the psychiatrist provided treatment services for the County, either (i) convert a psychiatrist presented by Contractor to a permanent employee of County or (ii) engage, contract with or otherwise use a psychiatrist presented by Contractor through an agency other than Contractor.

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

CONTRACTOR

DocuSigned by:

OF71A8EC71D1406...
Kelly Glenn, vice President of Psychiatry
LocumTenens.com, LLC

Date: 7/17/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

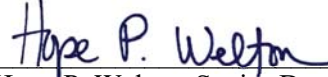
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Nolan Sullivan, Director
Health and Human Services Agency

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