

BOS No. Amd1 #23-48; Amd2 #23-86; Amd3 #23-201; Amd4 #24-159  
 Infor Legacy PO No. 4385  
 Infor 11 Contract No. 2366  
 Infor Ref No. 2020-2023-LTC 01

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

This Fifth Amendment to Agreement No. PO 4385 (“Fifth 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. PO 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**, on or about July 25, 2023, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, on or about June 4, 2024, the Parties further amended the Agreement via the Fourth 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 \$56,755 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$1,526,755; and
2. Revise **Paragraph III.B.2.** to update the lifetime maximum; and
3. Revise **Paragraph I.D.** of **Exhibit B** to update County email address; and
4. Revise **Paragraph IV.B.2.** of **Exhibit C** to update County email address; and
5. Revise **Paragraph X.A.** of **Exhibit C** to update County email address; and
6. Revise **Paragraphs XVIII.A.** and **XVIII.B.** of **Exhibit C** to update County information; and
7. Revise **Paragraph 2.d.** of **Exhibit D** to include County contact information for security breaches.

**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 through **June 30, 2025**, shall be no greater than **ONE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS (\$1,526,755)** specified as follows:

<b>Fiscal Year 2022-23</b> July 1, 2022 through June 30, 2023	<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	<b>Fiscal Year 2024-25</b> July 1, 2024 through June 30, 2025	<b>Total</b>
\$605,000	\$606,755	\$315,000	<b>\$1,526,755</b>

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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. 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:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$100,000	Less than or equal to \$1,626,755
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$100,000	Less than or equal to \$1,726,755

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 SEVEN HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS (\$1,726,755)**, 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 I.D. of Exhibit B** to the Agreement is hereby amended to read as follows:

**D.** Invoices for payment may be submitted to the County in an electronic format at [HNSA.AccountsPayable@yolocounty.gov](mailto:HNSA.AccountsPayable@yolocounty.gov). All invoices shall be submitted with any required supporting documentation. If an invoice contains confidential client information or protected health information the invoice and supporting documents must be encrypted for transmission.

Invoices with any required documentation, may also be submitted via US Postal Services mail addressed to:

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

**4. Paragraph IV.B.2. of Exhibit C** to the Agreement is hereby amended to read as follows:

**2. Practitioner ID Enrollment Form**

A complete Practitioner Enrollment Form, which is available on the Yolo County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner Enrollment form must be accompanied with required supporting documents and 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/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner Enrollment Request form must also be accompanied with a completed MHW-MHRS classification application and the staff must meet the minimum regulatory requirements set forth in the California

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Code of Regulations, 9 CCR § 630, which states:

**§ 630. Mental Health Rehabilitation Specialist.**

A mental health rehabilitation specialist shall be an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post-associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting. (9 CCR § 630).

The Practitioner Enrollment form and accompanying documentation must be submitted to Yolo County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov).

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

**A.** For any client dispute or grievance arising from the provision of behavioral health services, Contractor shall direct client to use the County Client Problem Resolution process. Contractor find informing materials for clients at <https://www.yolocounty.org/health-human-services/mental-health/behavioral-health-quality-management/behavioral-health-quality-improvement-forms/-folder-3845> and may contact the Yolo County Health and Human Services Agency (HHS)-Behavioral Health Quality Management Unit at [HHSAQualityManagement@yolocounty.gov](mailto:HHSAQualityManagement@yolocounty.gov) for additional guidance on this process.

**6. Paragraphs XVIII.A. and XVIII.B. of Exhibit C to the Agreement are hereby amended to read as follows:**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: LocumTenens.com, LLC  
2655 Northwinds Parkway  
Alpharetta, Georgia 30009  
Attn: Jeanne Smith, Associate Vice President of Psychiatry

County: Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Nolan Sullivan, Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: [graysonandkate@locumtenens.com](mailto:graysonandkate@locumtenens.com)

County:

County Contracts: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)

County Administrator: [Mila.Green@yolocounty.gov](mailto:Mila.Green@yolocounty.gov)

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**7. 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 45 CFR section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

- (i) Herbert Lester, Yolo County Risk Manager/Safety Officer at [herbert.lester@yolocounty.gov](mailto:herbert.lester@yolocounty.gov), and
- (ii) Lee Gerney, County’s Information Security Officer – Chief Technology Officer at [lee.gerney@yolocounty.gov](mailto:lee.gerney@yolocounty.gov), and
- (iii) Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and
- (iv) Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHSA.BHCompliance@yolocounty.gov](mailto: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..

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

[Signatures Follow]

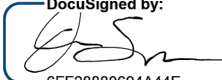
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**IN WITNESS WHEREOF** the Parties have executed this Fifth Amendment as of the day and year last set forth below.

**CONTRACTOR**

**COUNTY OF YOLO**

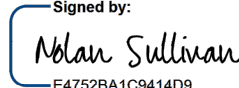
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Jeannie Smith, Associate VP of Psychiatry  
LocumTenens.com, LLC

Lucas Frerichs, Chair  
Board of Supervisors

Date: 8/26/2024

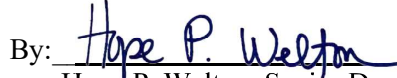
Date: \_\_\_\_\_

Signed by:  
  
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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