

BOS No. Orig. #23-200; Amd1 #24-65; Amd2 #24-87; Amd3 #24-176
Infor Contract No. 5087

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

This Fifth Amendment to Agreement No. 23-200 (“Fifth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Psynergy Program, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about July 25, 2023, the Parties entered into Agreement No. 23-200 (“Agreement”); and

WHEREAS, on or about February 13, 2024, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about March 12, 2024, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 25, 2024, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about December 17, 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 **Section I. of Article 1** to extend the term of the Agreement through June 30, 2026 and add one (1) twelve (12) month optional extension; and
2. Revise **Paragraph III.D. of Article 1** to add funding in the amount of \$394,833 for Fiscal Year (FY) 2024-25 and \$895,000 for FY 2025-26 for a new contract maximum of \$2,539,030; and
3. Add **Paragraph III.E. to Article 1** to add an optional extension in an amount not to exceed \$895,000 for FY 2026-27; and
4. Revise **Paragraphs III.A. and III.B. of Article 2** to update County contact information for notices; and
5. Revise **Paragraph III.D. of Exhibit B.1** to remove language regarding Drug Medi-Cal services; and
6. Revise **Paragraph 2.d.i. of Exhibit D** to update County risk manager email contact.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

I. TERM

The term of this Agreement shall be from **July 1, 2023 through June 30, 2026** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At County’s option, this Agreement may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to Contractor by the Yolo County Health and Human Services Agency Director or their designee (“Director”).

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2. 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 FIVE HUNDRED THIRTY-NINE THOUSAND THIRTY DOLLARS (\$2,539,030)**, as follows:

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Total
\$749,197	\$894,833	\$895,000	\$2,539,030

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

3. Paragraph III.E is hereby added to Article 1 of the Agreement to read as follows:

- E.** County may exercise its option to extend the term of the Agreement pursuant to Section I of this Article, above. In the event that County elects to exercise an option, County shall notify 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 2026-27	On or before June 30, 2027	Less than or equal to \$895,000	Less than or equal to \$3,434,030

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **THREE MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND THIRTY DOLLARS (\$3,434,030)**, 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.

4. Paragraphs III.A. and III.B. of Article 2 of 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:
 Psynergy Programs, Inc.
 18225 Hale Avenue
 Morgan, Hill, CA 95037
 Attn: Arturo Uribe, President and CFO

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

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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:
lkaufmann@psynergy.org
auribe@psynergy.org

County:
Contracts Unit: HHSAContracts@yolocounty.gov
Contract Administrator: Joni.Lara-Jimenez@yolocounty.gov

5. Paragraph III.D. of Exhibit B.1 to the Agreement is hereby amended to read as follows:

A. Contract shall maximize the FFP reimbursement by claiming all possible Medi-Cal eligible services and correcting denied services for resubmission as needed.

6. Paragraph 2.d.i of Exhibit D to the Agreement is hereby amended to read as follows:

i. County Risk Manager/Safety Officer at Risk.Mgmt@yolocounty.gov; and

7. 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

DocuSigned by:
Arturo Uribe
BB817029E07C443

Arturo Uribe
President and CFO

Date: 5/22/2025

COUNTY OF YOLO

Mary Vixie Sandy, Chair
Board of Supervisors

Date: _____

Signed by:
Joan Planell
B3F18BE249E64DA...

Joan Planell, Interim 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*

Hope P. Welton, Senior Deputy