

**SECOND AMENDMENT**  
**(BOS No. \_\_\_\_\_)**

This Second Amendment to Agreement No. 17-263 ("Second 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 CommuniCare Health Centers, Inc., a non-profit corporation authorized to do business in the State of California ("Contractor"), jointly referred to as the "Parties" herein and who agree as stated below.

**WHEREAS**, on or about October 24, 2017, the Parties entered into Agreement No. 17-263 (Agreement); and

**WHEREAS**, on or about July 21, 2020, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about April 21, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

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

1. Revise **Paragraph I.A.** to reflect the current term of the Agreement; and
2. Revise **Paragraph II.C.** to update language; and
3. Revise **Paragraph III.B.** to add funding in the amount of \$179,661.98 for Fiscal Year (FY) 2021-22 for a new contract maximum of \$1,292,718.06.
4. Revise **Exhibit E** to update budget for FY 2021-22.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Paragraph I.A.** of the Agreement is hereby amended to read as follows:

**I. TERM**

- A. The term of this Agreement shall be from **October 1, 2017 through June 30, 2022** unless sooner terminated as provided in this Agreement.

2. **Paragraph II.C.** of the Agreement is hereby amended to read as follows:

- C. Contractor shall also comply with all applicable provisions of the HHS Mental Health Clinical Documentation Standards Manual 2019 and the HHS Mental Health Clinical Documentation Companion Guide 2019 (collectively hereinafter referred to as the "Clinical Documentation Guide"), the HHS Behavioral Health Compliance Plan; and any and all applicable County policies and procedures. The Contractor has accessed and reviewed all of these documents, which are available to the Contractor at website <http://www.yolocounty.org/health-human-services>, and are incorporated herein by this reference. Contractor may also send an email to Health and Human Services Agency (HHS)-Behavioral Health Quality Management at [HHSQualityManagement@yolocounty.org](mailto:HHSQualityManagement@yolocounty.org) to obtain copies of any of these documents.

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

- B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **ONE MILLION TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND SIX CENTS (\$1,292,718.06)** specified as follows:

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Services	FY 2017-18 October 1, 2017 through June 30, 2018	FY 2018-19 July 1, 2018 through June 30, 2019	FY 2019-20 July 1, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 Through June 30, 2022	Total
A.1. IBHS for Latino Community & Families	\$166,875	\$222,500	\$222,500	\$258,798.08	\$402,161.98	\$1,272,835.06
A.2: SMART-Y Program (for the period October 1, 2017 through January 31, 2018)						\$19,883
<b>Total</b>						<b>\$1,292,718.06</b>

4. **Exhibit E** to the Agreement is hereby amended to read as attached.
5. Any and all attachments to this Second Amendment are incorporated in this Second Amendment by the reference above.
6. 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**

By   
 Melissa Marshall, MD, Executive Director  
 CommuniCare Health Centers, Inc.

Date: 7/16/2021

**COUNTY OF YOLO**

By \_\_\_\_\_  
 Jim Provenza, Chair  
 Board of Supervisors

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

  
 Karen Larsen, 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 – CONTRACT BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>IBHS for Latino Community and Families</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2017-18 October 1, 2017 through June 30, 2018</b>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$126,018
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$21,766
2	Operating Costs	\$19,091
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$166,875</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>IBHS for Latino Community and Families</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2018-19 July 1, 2018 through June 30, 2019</b>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$171,158
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$29,413
2	Operating Costs	\$24,929
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$225,500</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>IBHS for Latino Community and Families</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2019-20 July 1, 2019 through June 30, 2020</b>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$171,158
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$29,413
2	Operating Costs	\$24,929
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$225,500</b>

**EXHIBIT E – CONTRACT BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>IBHS for Latino Community and Families</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2020-21 July 1, 2020 through June 30, 2021</b>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$195,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (1a)	\$29,325
2	Operating Costs	\$32,500
3	Direct to Clients	\$1,973.08
4	<b>Total</b>	<b>\$258,798.08</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>IBHS for Latino Community and Families</b>		
	<b>Cost Items</b>	<b>Fiscal Year 2021-22 July 1, 2021 through June 30, 2022</b>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$319,729.55
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (1a)	\$47,959.43
2	Operating Costs	\$32,500
3	Direct to Clients	\$1,973
4	<b>Total</b>	<b>\$402,161.98</b>