

THIRD AMENDMENT

This Third Amendment to Agreement No.18-233 (“Third 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 California 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 23, 2018, the Parties entered into Agreement No. 18-233 (Agreement); and

WHEREAS, on or about March 6, 2019, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about March 22, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about February 27, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about May 29, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about March 24, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; 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 III.B.1.** to add funding in the amount of \$70,000 for Fiscal Year (FY) 2020-21 for a new contract maximum of \$5,690,159; and
3. Revise **Paragraph III.B.2.** to reflect the available Option Years and update the lifetime maximum; and
4. Revise **Exhibit E** to update the budget for FY 2020-21.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

A. The term of this Agreement shall be from September 1, 2018 through June 30, 2022 unless sooner terminated as provided in this Agreement. At the 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 the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

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

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2022** shall be no greater than **FIVE MILLION SIX HUNDRED NINETY THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$5,690,159)** specified as follows:

Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 Through June 30, 2022	Total
\$1,250,203	\$1,456,652	\$1,526,652	\$1,456,652	\$5,690,159

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

B2. 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. If the County elects 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 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 2022-23	On or before June 30, 2023	Less than or equal to \$1,456,652	Less than or equal to \$7,146,811

In no event shall the term of the Agreement extend beyond **June 30, 2023** nor shall the total contract maximum exceed the amount of **SEVEN MILLION ONE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$7,146,811)**, 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. **Exhibit E** to the Agreement is hereby amended to read as attached.
5. Any and all attachments to this Third Amendment are incorporated into this Third Amendment by the reference above.
6. 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.

Signatures on following page

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

CONTRACTOR

By  _____
Melissa Marshall, MD, CEO
CommuniCare Health Centers, Inc.

Date: 9/10/2021

COUNTY OF YOLO

By _____
Jim Provenza, Chair
Board of Supervisors

Date: _____

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Karen Larson, 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

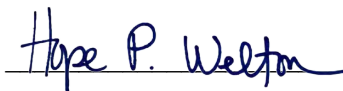
By:  _____
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
Primary Mental Health Services (EPSDT)		
	Cost Items	Fiscal Year 2018-19 September 1, 2018 through June 30, 2019
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$1,100,651.50
2	Operating Costs	\$166,002.50
3	Indirect/Overhead/Administration not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$189,998.00
4	Direct to Clients	\$0
5	Less contracted amount from prior year extension through 8/31/2018	\$206,449.00
6	Total	\$1,250,203

CommuniCare Health Centers, Inc.		
Primary Mental Health Services (EPSDT)		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$1,100,651.50
2	Operating Costs	\$166,002.50
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$189,998.00
4	Direct to Clients	\$0
5	Total	\$1,456,652

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EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
Primary Mental Health Services (EPSDT)		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$1,235,620
2	Operating Costs	\$105,189
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1)	\$185,343
4	Direct to Clients	\$500
5	Total	\$1,526,652

CommuniCare Health Centers, Inc.		
Primary Mental Health Services (EPSDT)		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$1,122,000
2	Operating Costs	\$166,352
3	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1)	\$168,300
4	Direct to Clients	\$0
5	Total	\$1,456,652

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EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
Primary Mental Health Services (EPSDT)		
	Cost Items	Option Year/Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$1,122,000
2	Operation Costs	\$166,352
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1)	\$168,300
4	Direct to Clients	\$0
5	Total	\$1,456,652