

BOS No. Orig. #20-266, Amd2 #21-144
Infor PO No. 3813
Infor Ref No. 2020-2021-VCS 01

THIRD AMENDMENT

This Third Amendment to Agreement No. 20-266 (“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 Victor Community Support Services, Inc., a non-profit public benefit 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 20, 2020, the Parties entered into Agreement No. 20-266 (“the Agreement”); and

WHEREAS, on or about December 22, 2020 the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about February 12, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about May 27, 2021 the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about June 29, 2021, the Parties amended the Agreement via the Second Amendment; and

WHEREAS, the Parties would now like to amend the Agreement for a third time to:

1. Revise **Section I** to extend the term of the Agreement through October 31, 2021, add monthly optional extension language, and modify the termination clause; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to:
 - a. add funding in the amount of \$83,333 for Fiscal Year (FY) 2021-22 with a new contract maximum of \$666,666; and
 - b. add monthly optional extensions through June 30, 2022; and
3. Revise **Section IV.** to update delegated authority for monthly optional extensions; and
4. Revise **Exhibit D** to update budget for for FY 2021-22 and add a budget for the monthly optional extensions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

I. TERM

A. The term of this Agreement shall be from **July 1, 2020 through October 31, 2021** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to eight (8) additional one (1) month periods through **June 30, 2022** 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”). See Section III(B2).

B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least ten (10) days advance written notice to the other

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party. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit C of this Agreement.

C. This Agreement will terminate upon the effective date of the K-12 School Partnership Agreement. The County will pro-rate any partial months of service under this Agreement at that time.

2. Paragraphs III.B1. and III.B2. of the Agreement are hereby renumbered and amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **October 31, 2021** shall be no greater than **SIX HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$666,666)** specified as follows:

Services	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through October 31, 2021	Total
Urban School-Based Mental Health Access and Linkage Program	\$250,000	\$83,333	\$333,333
Urban School-Based Mentorship & Strengths Building	\$250,000	\$83,333	\$333,333
Total	\$500,000	\$166,666	\$666,666

B2. Optional Months: 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. In the event that 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 agreement maximum payment obligation, subject to the maximums set forth below:

Option Month/Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY November 2021-22	On or before November 30, 2021	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$708,332.50
OM/FY December 2021-22	On or before December 31, 2021	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$749,999.00
OM/FY January 2021-22	On or before January 31, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$791,665.50
OM/FY February 2021-22	On or before February 28, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$833,332.00
OM/FY March 2021-22	On or before March 31, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$874,998.50

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OM/FY April 2021-22	On or before April 30, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$916,665.00
OM/FY May 2021-22	On or before May 31, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$958,331.50
OM/FY June 2021-22	On or before June 30, 2022	Up to A1 - \$20,833.25 A2 - \$20,833.25	Up to \$999,998.00

In no event shall the term of the Agreement extend beyond **June 30, 2022** nor shall the total contract maximum exceed the amount of **NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS (\$999,998)**, 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. **Section IV.** of the Agreement is hereby amended to read as follows:

IV. OPTION MONTHS AND AMENDMENT AUTHORITY

A. Director’s Authority: The Director may exercise the option months(s) and execute related option notices in conformance with the conditions of Section III. of this Agreement.

B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option months(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

4. **Exhibit D** to the Agreement is hereby amended to read as attached.

5. Any and all attachments to this Third Amendment are incorporated into this amendment by this reference.

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 next 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: 
Edward E. Hackett, Chief Financial Officer
Victor Community Support Services, Inc.

Date: 10/14/21

COUNTY OF YOLO

DocuSigned by:

By: Ryan Pistoichini, Procurement Manager
Department of Financial Services

Date: 10/15/2021


Karen Larsen, Director
Health and Human Services Agency

Approved as to Form:
Philip J. Pogledich, County Counsel

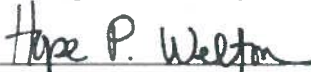
By: 
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

I. The Contractor shall provide services in conformance with these budgets through October 31, 2021.

Victor Community Support Services		
A1 - Urban School-Based Mental Health Access and Linkage Program		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$185,340.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$26,786.00
2	Operating Costs	\$37,874.00
3	Direct to Clients	\$0.00
4	Total	\$250,000.00

Victor Community Support Services		
A2 - Urban School-Based Mentorship & Strengths Building		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$185,340.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$26,786.00
2	Operating Costs	\$37,874.00
3	Direct to Clients	\$0.00
4	Total	\$250,000.00

Victor Community Support Services		
A1 - Urban School-Based Mental Health Access and Linkage Program		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through October 31, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$61,780.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,928.50
2	Operating Costs	\$12,624.50
3	Direct to Clients	\$0.00
4	Total	\$83,333.00

Victor Community Support Services		
A2 - Urban School-Based Mentorship & Strengths Building		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through October 31, 2021
1	a. Personnel	\$61,780.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,928.50
2	Operating Costs	\$12,624.50
3	Direct to Clients	\$0.00
4	Total	\$83,333.00

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EXHIBIT D – CONTRACT BUDGET

Victor Community Support Services		
A1 - Urban School-Based Mental Health Access and Linkage Program		
	Cost Items	Monthly Optional Extensions
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$15,445.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$2,232.13
2	Operating Costs	\$3,156.13
3	Direct to Clients	\$0.00
4	Total	\$20,833.25

Victor Community Support Services		
A2 - Urban School-Based Mentorship & Strengths Building		
	Cost Items	Monthly Optional Extensions
1	a. Personnel	\$15,445.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$2,232.13
2	Operating Costs	\$3,156.13
3	Direct to Clients	\$0.00
4	Total	\$20,833.25