

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

This Second Amendment to Memorandum of Understanding No. PO 3864 (“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 corporation authorized to do business in the State of California (Sub-Recipient), jointly referred to as the “Parties” herein, and who agree as stated below.

**WHEREAS**, on or about December 18, 2020, the Parties entered into Memorandum of Understanding PO No. 3864 (MOU); and

**WHEREAS**, on or about June 7, 2021, the County exercised its option to extend the MOU under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about August 31, 2021, the Parties amended the MOU via the First Amendment; and

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

1. Revise **Paragraph II.A.** to extend the term of the MOU through June 30, 2022 and add two optional extensions; and
2. Revise **Section IV.** to add funding in the amount of \$69,359.50 for Fiscal Year (FY) 2021-22 for a new contract maximum of \$179,943.50; and update the option year table; and
3. Revise **Section XIII.** to include email address for the contract administrator; and
4. Revise **Exhibit A** to add language for a Transitional of Care Clinician; and
5. Revise **Exhibit B** to update Budget for FY 2021-22 and include option year budgets; and
6. Revise **Exhibit C** to update Performance Measure requirements.

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

1. **Paragraph II.A.** of the MOU is hereby amended to read as follows:

**A.** The term of this MOU shall be from **August 1, 2020 through June 30, 2022** unless sooner terminated as provided in this MOU. At the County’s option, this MOU may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this MOU upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”). The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section IV of this MOU.

2. **Section IV.** of the MOU is hereby amended to read as follows:

**A.** Subject to the satisfactory performance of the services required of Sub-Recipient pursuant to this MOU, and to the terms and conditions set forth in this MOU, and following Sub-Recipient’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Sub-Recipient according to the terms set forth in this MOU. Sub-Recipient agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this MOU, irrespective of whether the cost of such services and related administrative expenses exceed such payments

**B1.** Any other provisions of this MOU notwithstanding, the maximum payment obligation to Sub-Recipient through **June 30, 2022**, shall be no greater than **ONE HUNDRED SEVENTY-NINE THOUSAND NINE HUNDRED FORTY-THREE DOLLARS AND FIFTY CENTS (\$179,943.50)** specified as follows:

	<b>HMA</b>	<b>AB109</b>	<b>Total</b>
August 1, 2020 through March 31, 2021	\$42,792	\$0	<b>\$42,792</b>
April 1, 2021 through November 30, 2021	\$42,792	\$0	<b>\$42,792</b>
December 1, 2021 through March 31, 2022	\$25,000	\$0	<b>\$25,000</b>
December 1, 2021 through June 30, 2022	\$0	\$69,359.50	<b>\$69,359.50</b>
<b>Total</b>	<b>\$110,584</b>	<b>\$69,359.50</b>	<b>\$179,943.50</b>

\*Any unspent funding in a fiscal year may be rolled over to the future fiscal years including option years.

**B2.** Option Years: The County may exercise its option to extend the term of the MOU pursuant to Paragraph I.A. above. Upon request of the County, Sub-Recipient shall provide a contract budget for each option year in conformance with the requirements of this MOU. The option year contract budgets shall be sent to [HHSAContracts@yolocounty.org](mailto: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 Sub-Recipient in writing. The notice shall include the revised agreement term, approved funding amount to be added to the MOU; and revised MOU maximum payment obligation, subject to the maximums set forth below.

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised MOU Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised MOU Lifetime Maximum Per OY/FY</b>
OY/FY 2022-23	On or before June 30, 2023	Less than or equal to \$118,902	Less than or equal to \$298,845.50
OY/FY 2023-24	On or before June 30, 2024	Less than or equal to \$118,902	Less than or equal to \$417,747.50

In no event shall the term of the MOU extend beyond **June 30, 2024** nor shall the total MOU maximum exceed the amount of **FOUR HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$417,747.50)**, 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.

**C. 1.** Sub-Recipient shall submit monthly claims for allowable costs incurred. Upon the receipt of a proper claim, the County agrees to process payments in accordance with this MOU and 2 CFR 200.305. All invoices shall be submitted using Sub-Recipient's standard claim form, but at a minimum shall include current and cumulative costs (including cost sharing), the County's agreement number, and certification, as required in 2 CFR 200.415(a). Claims that do not reference County's agreement number shall be returned to Sub-Recipient. Questions concerning claims receipt or payments shall be directed to the County's Financial Contact, as shown in Exhibit E Project Contacts of this MOU. All claims shall be submitted along with sufficient supporting documentation. The sufficiency of the supporting documentation shall be made in the sole discretion of the HHSA Director.

**2.** Claims for payment may be submitted to the County in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission. Claims, with any required supporting documentation, may also be submitted via US Postal Service mail, addressed to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695  
Attn: Accounts Payable

**3.** All claims shall be submitted thirty (30) days following the end of the month in which the services were provided and in conformance with the terms of this MOU. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to County's Financial Contact, as shown in Exhibit E: Project Contacts of this MOU, NOT LATER THAN 60 days after the termination or expiration of this MOU. The final statement of costs shall constitute Sub-Recipient's final financial report. See §V [Reports] of this MOU.

**4.** Administrative/Indirect Costs shall not exceed 15% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

**D.** County shall pay Sub-Recipient actual expenditures not to exceed the amounts specified in Exhibit B. Sub-Recipient shall utilize the funds provided by County exclusively for the purposes of performing the services required by this MOU. No funds provided by County pursuant to this MOU shall be used for any political activity or political contribution. Sub-Recipient agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this MOU, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

**E.** This MOU is subject to the County, the State of California, and the United States appropriating and approving sufficient funds for the activities required of the Sub-Recipient pursuant to this MOU. See § VIII [Termination].

**F.** All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Sub-Recipient.

**1.** County will demand repayment from Sub-Recipient for compensation made to the Sub-Recipient, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

**2.** Any such disallowance related to the current term of this MOU will be due and payable immediately to the County. County will recoup from Sub-Recipient by offsetting any payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County.

3. Any such disallowance related to the prior terms of this MOU or any other agreement between Sub-Recipient and County will be due and payable within thirty (30) days of mailing a demand letter from County to Sub-Recipient. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Sub-Recipient the amount due, by offsetting any payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County.

4. In the event that the aggregated payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County is less than the amount due, and when all payments otherwise due Sub-Recipient have been exhausted, Sub-Recipient shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

3. **Section XIII.** of the MOU is hereby amended to read as follows:

**XIII. NOTICE**

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 Sub-Recipient at their respective addresses as follows:

Contractor: CommuniCare Health Centers, Inc.  
P.O. box 1260  
Davis, CA 95617  
Melissa Marshall, Chief Executive Officer

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

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

Contractor: [sara@communicarehc.org](mailto:sara@communicarehc.org)

County:

Contracts Unit [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)

Contract Administrator [ian.evans@yolocounty.org](mailto:ian.evans@yolocounty.org)

C. Any party may change the address or email address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. **Exhibit A** to the MOU is hereby amended to read as attached.

5. **Exhibit B** to the MOU is hereby amended to read as attached.

6. **Exhibit C** to the MOU is hereby amended to read as attached.

7. Any and all attachments to this Second Amendment are incorporated into herein by this reference.
8. Except as specifically amended by this Second Amendment, the MOU 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.

**SUB-RECIPIENT**

By   
Melissa Marshall, MD, Chief Executive Officer  
CommuniCare Health Centers, Inc.

Date: 11/30/2021

**COUNTY OF YOLO**

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

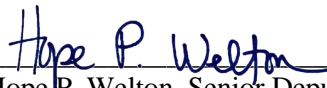
Date: \_\_\_\_\_

  
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 A – SCOPE OF SERVICE

- I. Peer Navigator** (*\*effective August 1, 2020 through March 31, 2022*)
- A.** To effectuate the Distribution Purpose of the STR Opioid Grant funds including expedite implementation of SUD screening, assessment, treatment, and access to MAT in county jails and drug courts. Sub-Recipient shall perform the following services:
- B.** Employ a 1.0 FTE Peer Navigator, who has personal experience/identifies as a consumer or family member of a consumer of mental health services or previous involvement in substance use and/or involvement in the criminal justice system.
- C.** The Peer Navigator shall:
1. Collaborate with Sub-Recipient’s MAT and Transitions of Care Team to receive referrals and provide coordination via referrals from Wellpath, Inc. (or the current contracted behavioral health service and physical health care providers for Yolo county inmates) and other staff to provide assistance in successfully navigating clients leaving incarceration to ongoing substance use treatment, prioritizing individuals who need ongoing Medication Assisted Treatment as part of their exit plan.
  2. Assist clients with navigating physical health, behavioral health, and social service systems to obtain the services that are necessary for stability and wellness.
  3. Utilize personal and professional life experience to provide peer support/case management to re-entry clients.
  4. Assist clients in preparing for health care/treatment visits and appointments and managing complex health systems.
  5. Meet with clients in jail.
  6. Schedule MAT follow-up appointment and referrals.
  7. Participate in collaborative meetings.
  8. Follow-up with referrals from Wellpath, Inc. (or the current contracted behavioral health service and physical health care providers for Yolo county inmates) with 24 hours of normal business hours.
- II. Transitions of Care Clinician** (*\*\*effective December 1, 2021\*\**)
- A.** Employ a 1.0 FTE Transitions of Care Clinician to facilitate post-release linkage with WellPath Staff to assist navigating clients leaving custody to ongoing care such as MAT after-care and ongoing community Substance Use Disorder (SUD) services, primary care, behavioral health and any services needed for client’s success in stabilizing in the community.
- B.** Services will be provided to any eligible Yolo County resident that were receiving MAT treatment or on MAT withdrawal protocol in custody being released back into the community. Services may include the following;
1. Intake
  2. Assessment
  3. Treatment Planning
  4. Individual Counseling
  5. Group Counseling
  6. Patient Education
  7. Linkage to community services.

**EXHIBIT B – BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>MAT Expansion STR Opioid Grant</b>		
	Cost Items	August 1, 2020 through March 31, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$32,500
	b. Indirect/Overhead/Administration, not to exceed 15% of personnel Costs (Item 1a)	\$4,875
2	Operating	\$5,417
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$42,792</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>MAT Expansion STR Opioid Grant</b>		
	Cost Items	April 1, 2021 through November 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$32,500
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$4,875
2	Operating	\$5,417
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$42,792</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>MAT Expansion STR Opioid Grant</b>		
	Cost Items	December 1, 2021 through March 31, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$20,500
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$3,075
2	Operating	\$1,425
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$25,000</b>

\*Salaries and benefits of the Peer Navigator shall be invoiced to the County on a monthly basis in conformance with the requirements of this MOU and any applicable County policies.

**EXHIBIT B – BUDGET**

<b>CommuniCare Health Centers</b>		
<b>Transitions of Care Clinician</b>		
	Cost Items	December 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$55,208.42
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,281.58
2	Operating	\$5,869.50
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$69,359.50</b>

<b>CommuniCare Health Centers</b>		
<b>Transitions of Care Clinician</b>		
	Cost Items	Option Year(s) July 1 <sup>st</sup> through June 30 <sup>th</sup>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$94,643
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$14,197
2	Operating	\$10,062
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$118,902</b>

**EXHIBIT C – PERFORMANCE MEASURES**

<b>Peer Navigator MAT Expansion (**effective August 1, 2021 through March 31, 2022**)</b>		<b>CommuniCare Health Centers, Inc.</b>	<b>Sara Gavin</b>
<b>Program Purpose</b>	Expand the Yolo County Medication Assisted Treatment (MAT) services under the State Targeted Response to the Opioid Crisis Grant for the Medication Assisted Treatment Expansion Project 2.0 by funding a Peer Navigator position to the CommuinCare Team. The main focus of the STR Opioid Grant To MAT Expansion Project is to expand the availability of MAT treatment for in-custody clients that are in need of referrals, counseling, education tools, discharge planning. and linkage to behavioral health treatment when discharged.		
<b>Program Information</b>	The Peer Navigator will collaborate with CommuniCare’s MAT and Transitions of Care Team to receive referrals and provide coordination via referrals from Wellpath and other staff to provide assistance in successfully navigating clients leaving incarceration to ongoing substance use treatment. The Peer Navigator will utilize their personal and professional life experience to provide peer support/case management to re-entry clients; assist clients with navigating complex healthcare and social services systems and assist clients with obtain the services that are necessary for their stability and wellness;; assist clients in preparing for health care/treatment visits and appointments and managing complex health systems, meet with clients in jail, schedule MAT follow-up appointment and referrals, participate in collaborative meetings, follow-up with referrals from Wellpath with 24 hours of normal business hours.		
<b>PM1: How much did we do?</b>			
<b>1.1</b>	How many MAT clients did this position serve?		
<b>PM2: How well did we do it?</b>			
<b>2.1</b>	% of clients that were followed up within the identified 24-hour period during business hours.		
<b>PM3: Is anyone better off?</b>			
<b>3.1</b>	# and % of clients served who successfully linked to substance use services post-custody release		
<b>3.2</b>	# and % of clients served who successfully linked to medication assisted treatment post-custody release		

**Report from provider will be due to HHSA on the following dates. The first report will be due January 31, 2021 for the services delivered up until December 31, 2020. A Final outcome report will be due to HHSA within 60 days of the termination of the MOU.**

**Send reports electronically to the County’s Grant Project Manager [Glenn.Johnson@yolocounty.org](mailto:Glenn.Johnson@yolocounty.org)**

**EXHIBIT C – PERFORMANCE MEASURES**

<b>Transitions of Care Clinician</b> <i>(**effective December 1, 2021**)</i>		<b>CommuniCare Health Centers, Inc.</b>	<b>Sara Gavin</b>
<b>Program Purpose</b>	To expand the in-custody MAT program in partnership with WellPath and to provide seamless care upon release by partnering with CommuniCare to fund a Transitions of Care Clinician position.		
<b>Program Information</b>	The Transitions of Care Clinician will collaborate with CommuniCare’s Transition of Care Team to receive referrals and provide coordination via from WellPath and other staff to assist clients transitions successfully back into the community.		
<b>PM1: How much did we do?</b>			
<b>1.1</b>	# of unduplicated clients served by The Transitions of Care Clinician.		
<b>PM2: How well did we do it?</b>			
<b>2.1</b>	% of clients followed up by The Transitions of Care Clinician within 24-hours from release during business hours.		
<b>PM3: Is anyone better off?</b>			
<b>3.1</b>	# & % of enrolled clients who successfully linked to Substance use services post-custody release.		
<b>3.2</b>	# & % of enrolled clients who successfully linked to Medication Assisted Treatment post-custody release.		
<b>3.3</b>	# & % of clients who reported a reduction in incarceration days while in post- custody treatment compared to prior 6 month period.		

Send reports electronically to the County’s Grant Project Manager [Glenn.Johnson@yolocounty.org](mailto:Glenn.Johnson@yolocounty.org)