

THIRD AMENDMENT

This Third Amendment to Agreement No. 19-16 ("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 Ceneers, Inc., a non-profit organization authorized to do business in the State of California ("Contractor"), jointly referred to as the "Parties" herein and who agree as follows.

WHEREAS, on or about January 29, 2019, the Parties entered into Agreement No. 19-16 (the Agreement); and

WHEREAS, on or about March 28, 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 June 23, 2020, the Parties amended the Agreement via the First Amendment ;and

WHEREAS, on or about September 1, 2021, the Parties further amended the Agreement via the Second Amendment ; and

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

1. Revise **Section 1.** to extend the Agreement through February 28, 2022; and
2. Revise **Section 2.** to add language for one (1) additional monthly optional extensions and to reduce the number of days notice required for termination for convenience; and
3. Revise **Section 4.** to add funding in the amount of \$12,000 for Fiscal Year (FY) 2021-22 for a new contract maximum of \$225,041; and
4. Revise **Section 5.** revise the language to add language for one (1) additional monthly optional extensions; and
5. Revise **Paragraph I.C. of Exhibit C** to update collection rates effective July 1, 2021.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

1. CONTRACTOR shall perform the following personal services: Toxicology Services, as set forth with greater specificity in Exhibit A, from **July 1, 2018 through February 28, 2022**, unless sooner terminated as provided in this Agreement.

- 2. Section 2.** of the the Agreement is hereby amended to read as follows:

2. At the County's option, this Agreement may be extended for one (1) one-month period ("option month"), 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").

Either party may terminate this Agreement in its sole discretion, for any reason or for no reason at all, upon at least 15 days advance written notice to the other party.

- 3. Section 4.** of the Agreement is hereby amended to read as follows:

4. Subject to the satisfactory performance of the services required of Contractor pursuant to this

Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit C. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **February 28, 2022** shall be no greater than **TWO HUNDRED TWENTY-FIVE THOUSAND FORTY-ONE DOLLARS (\$225,041)**, specified as follows:

Services: Urine Specimen Collection/Drug Toxicology Services for Child Welfare Services (CWS)	Total
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	\$44,041
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$61,000
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$72,000
Fiscal Year 2021-22 July 1, 2021 through February 28, 2022	\$48,000
Contract Total	\$225,041

4. **Section 5.** of the Agreement is hereby amended to read as follows:

5. Option Months:

The County may exercise its option to extend the term of the Agreement pursuant to Section 2. above. In the event that the County elects to take its 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 Month/ Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Lifetime Amount per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY March 2021-22	On or before March 31, 2022	Less than or equal to \$6,000	Less than or equal To \$231,041

In no event shall the term of the Agreement extend beyond **March 31, 2022** nor shall the maximum payment obligation exceed the amount of **TWO HUNDRED THIRTY-ONE THOUSAND FORTY-ONE DOLLARS (\$231,041)** 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.

5. **Paragraph I.C.** of **Exhibit C** is hereby amended to read as follows:

C. Claims for payment may be submitted to the County in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

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BOS No. Orig. #:19-16, Amdl #20-170
Infor PO No. 3072
Infor Ref No. 6565-2019-CC TOXICOLOGY

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

CONTRACTOR

COUNTY OF YOLO

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

By _____
Angel Barajas, Chair
Board of Supervisors

Date: 2/24/2022

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