

**FIFTH AMENDMENT
(BOS AGREEMENT NO. ____-____)**

This Fifth Amendment to Agreement No. 18-256 ("Fifth 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"), herein referred to as the "Parties" as stated below.

WHEREAS, on or about November 20, 2018, the Parties entered into Agreement No. 18-256 (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 June 26, 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 July 21, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 24, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about January 12, 2021, the Parties further amended the Agreement via the Third 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 #3; and

WHEREAS, on or about August 24, 2021, the Parties further amended the Agreement via the Fourth Amendment; and

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

1. Revise **Paragraph I.A.** to extend the term of the Agreement through June 30, 2023; and
2. Revise **Paragraph II.B1.** to add funding in the amount of \$49,970 for Fiscal year (FY) 2021-22 and add funding in the amount of \$199,970 for FY 2022-23 for a revised contract maximum of \$877,440; and
3. Revise **Exhibit D** to update budgets for (FY) 2021-22 and (FY) 2022-23.

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, 2023** unless sooner terminated as provided in this Agreement.

2. **Paragraph 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, 2023** shall be no greater than **EIGHT HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$877,440)** specified as follows:

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FY 2018-19 September 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	FY 2022-23 July 1, 2022 through June 30, 2023	Total
\$150,000	\$177,500	\$150,000	\$199,970	\$199,970	\$877,440

3. **Exhibit D** to the Agreement is hereby amended to read as attached.
4. All attachments to this Fifth Amendment are incorporated herein by this reference.
5. Except as specifically amended by this Fifth Amendment, the Agreement shall remain in full force and effect according to its terms.

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

CONTRACTOR

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

Date: 2/24/2022

COUNTY OF YOLO

By _____
 Angel Barajas, Chair
 Board of Supervisors

Date: _____


 Karen Larsen, Director
 Health and Human Services Agency

Attest:

Julie Dachtler, Deputy Clerk
 Board of Supervisors

By _____
 Deputy (Seal)

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

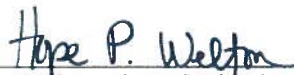
By: 
 Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2018-19 September 1, 2018 through June 30, 2019
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$106,734
2	Operating Costs	\$23,441
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Items 1 & 2)	\$18,175
4	Direct to Clients	\$1,650
5	Total	\$150,000

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$134,244
2	Operating Costs	\$16,431
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Items 1 & 2)	\$25,175
4	Direct to Clients	\$1,650
5	Total	\$177,500

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$107,819.14
2	Operating Costs	\$22,355.86
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Items 1 & 2)	\$18,175.00
4	Direct to Clients	\$1,650.00
5	Total	\$150,000.00

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$159,040
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$23,856
3	Operating Costs	\$14,914
4	Direct to Clients	\$2,160
5	Total	\$199,970

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$159,040
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$23,856
3	Operating Costs	\$14,914
4	Direct to Clients	\$2,160
5	Total	\$199,970