

THIRD AMENDMENT
(BOS Agreement No. ____ - ____)

This Third Amendment to Agreement No. 17-263 (“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 non-profit 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 24, 2017, the Parties entered into Agreement No. 17-263 (“Agreement”); and

WHEREAS, on or about July 21, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about April 21, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about August 31, 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 **Paragraph I.A.** to extend the term of the Agreement through June 30, 2023; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$451,161 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,743,879.06; and
3. Revise **Section II.** of **Exhibit D** to update language regarding timeline for verifying employees and to update the SAM Registry website; and
4. Revise **Section III.** of **Exhibit D** to update language regarding record retention; and
5. Revise **Section V.** of **Exhibit D** to update language regarding audits; and
6. Revise **Section VI.** of **Exhibit D** to update language regarding cultural competency; and
7. Revise **Section XVIII.** of **Exhibit D** to update contact information; and
8. Revise **Exhibit E** to add budget for 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 **October 1, 2017 through June 30, 2023** unless sooner terminated as provided in this Agreement.

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

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **ONE MILLION SEVEN HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND SIX CENTS (\$1,743,879.06)** specified as follows:

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	A.1. IBHS for Latino Community & Families	A.2: SMART-Y Program (for the period October 1, 2017 through January 31, 2018)
Fiscal Year 2017-18 October 1, 2017 through June 30, 2018	\$166,875.00	\$19,883.00
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	\$222,500.00	
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$222,500.00	
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$258,798.08	
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$402,161.98	
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	\$451,161.00	
Sub-Total	\$1,723,996.06	\$19,883.00
Total	\$1,743,879.06	

3. **Section II.** of **Exhibit D** to the Agreement is hereby amended to read as follows:

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall verify prior to hire and monthly thereafter (unless another frequency is specified below) that all of Contractor’s employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable Federal, State, and County laws, rules and regulations. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request. Verification check shall include:

1. Criminal background checks including fingerprinting (upon hire or rehire only, not required monthly);

2. Social Security Administration's Death Master File (at least annually);
3. National Plan and Provider Enumeration System (NPES); and
4. Applicable Licenses
5. System for Award Management (SAM)
6. Exclusion from Medi-Cal and Medicaid provider participation, at a minimum to include Contractor's use of the following websites:
 - a. Office of Inspection General http://oig.hhs.gov/exclusions/exclusions_list.asp
 - b. Medi-Cal Suspended and Ineligible List <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - c. System for Award Management <https://cage.dla.mil/>
 - d. National Practitioner Database

If the Contractor is unable to certify to any of the statements in this section the Contractor shall submit an explanation to the Director, prior to executing this Agreement. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

E. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

F. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

4. Section III. of Exhibit D to the Agreement is hereby amended to read as follows:

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

C. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit B. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

D. All client records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the client's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the client was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

E. In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

F. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided, and claims made pursuant to this Agreement available for inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

G. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this

Agreement.

H. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

5. Section V. of Exhibit D to the Agreement is hereby amended to read as follows:

V. AUDITS

A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).) Records are defined in Section III.A., above.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. 1. Should an Audit Report or any County, State and/or Federal government audit

subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

2. In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of California Welfare and Institutions Code Section 814718, shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to California Welfare and Institutions Code against any funds held by the County on behalf of the Contractor. Method of repayment is detailed in Exhibit C.

6. Section VI. of **Exhibit D** to the Agreement is hereby amended to read as follows:

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D.

E. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. “Threshold Language” pursuant to the Dymally-Alatorre Bilingual Services Act and

“Prevalent Language” pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County’s Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.
 - a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)
 - b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
 - c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor’s behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)
 - d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)
 - i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)
 - ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor’s member/customer service unit. (42 CFR § 438.10(d)(3).)
 - iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code Regs., tit. 9, § 1810.410, subd. (e), para. (4).)
 - e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

7. **Section XVIII. of Exhibit D** to the Agreement is hereby amended to read as follows:

XVIII. NOTICES

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 Contractor at their respective addresses as follows:

Contractor: CommuniCare Health Centers, Inc.
 P.O. Box 1260
 Davis, CA 95617

Melissa Marshall, Executive Director

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Interim Director

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

Contractor: sarag@communicarehc.org

County:

Contract unit: HHSAContracts@YoloCounty.org

Contract Administrator: Mila.Green@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.

8. Exhibit E to the Agreement is hereby amended to read as attached.

9. Any and all attachments to this Third Amendment are incorporated herein by this reference.

10. 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 Follow]

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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, Executive Director
CommuniCare Health Centers, Inc.

Date: 3/30/2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____


Nolan Sullivan, Interim 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

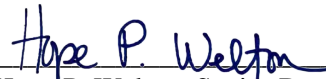
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2017-18 October 1, 2017 through June 30, 2018
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$126,018
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$21,766
2	Operating Costs	\$19,091
3	Direct to Clients	\$0
4	Total	\$166,875

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2018-19 July 1, 2018 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$171,158
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$29,413
2	Operating Costs	\$24,929
3	Direct to Clients	\$0
4	Total	\$225,500

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$171,158
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$29,413
2	Operating Costs	\$24,929
3	Direct to Clients	\$0
4	Total	\$225,500

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$195,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (1a)	\$29,325
2	Operating Costs	\$32,500
3	Direct to Clients	\$1,973.08
4	Total	\$258,798.08

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$319,729.55
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (1a)	\$47,959.43
2	Operating Costs	\$32,500
3	Direct to Clients	\$1,973
4	Total	\$402,161.98

CommuniCare Health Centers, Inc.		
IBHS for Latino Community and Families		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$358,672
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (1a)	\$53,801
2	Operating Costs	\$36,093
3	Direct to Clients	\$2,595
4	Total	\$451,161