

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

This Seventh Amendment to Agreement No. 18-72 (“Seventh 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 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 April 24, 2018, the Parties entered into Agreement No. 18-72 (“Agreement”); and

WHEREAS, on or about January 8, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about February 6, 2019, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about March 4, 2019, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about May 6, 2019, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about December 5, 2019, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about June 24, 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 August 3, 2020, the Parties further amended the Agreement via the Sixth 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 #2; and

WHEREAS, the Parties would now like to further 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 **Section III.** to add funding in the amount of \$844,411 for Fiscal Year (FY) 2022-23 for a new contact maximum of \$4,389,237; and
3. Revise **Section XVIII.** of **Exhibit D** to update contact information; and
4. Revise **Exhibit E** to add a 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 **May 1, 2018 through June 30, 2023** unless sooner terminated as provided in this Agreement.

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

III. COMPENSATION AND PAYMENT TERMS

A. 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.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **FOUR MILLION THREE HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS (\$4,389,237)** specified as follows:

Fiscal Year 2017-18 May 1, 2018 through June 30, 2018	\$167,182
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	\$844,411
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$844,411
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$844,411
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$844,411
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	\$844,411
Total	\$4,389,237

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

D. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

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

XVIII. 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 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:
Contracts 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.

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

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Seventh Amendment as of the last signature date forth below.

CONTRACTOR

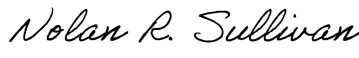
By 
Melissa Marshall, Executive Director
CommuniCare Health Centers, Inc.

Date: 3/30/2022

COUNTY OF YOLO

By _____
Ryan Pistochini, Procurement Manager
Department of Financial Services

Date: _____


Nolan Sullivan, Interim Director
Health and Human Services Agency

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

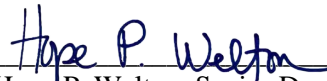
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2017-18 May 1, 2018 through June 30, 2018
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$102,277.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$16,349.71
2	Operating	\$6,721.96
3	Direct to Clients	\$17,333.33
4	Start-Up Costs	\$24,500.00
5	Total	\$167,182.00

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2018-19 July 1, 2018 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$593,848
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$100,488
2	Operating	\$76,075
3	Direct to Clients	\$74,000
5	Total	\$844,411

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$593,848
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$100,488
2	Operating	\$76,075
3	Direct to Clients	\$74,000
5	Total	\$844,411

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$593,848
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$100,488
2	Operating	\$76,075
3	Direct to Clients	\$74,000
5	Total	\$844,411

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$593,848
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$100,488
2	Operating	\$76,075
3	Direct to Clients	\$74,000
5	Total	\$844,411

CommuniCare Health Services, Inc.		
Navigation Center		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$593,848
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$100,488
2	Operating	\$76,075
3	Direct to Clients	\$74,000
5	Total	\$844,411