

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

This Fifth Amendment to Agreement No. 19-16 (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 Center, 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 stated below.

WHEREAS, on or about January 29, 2019, the Parties entered into Agreement No. 19-16 (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 August 17, 2021, the Parties further amended the Agreement via the Second Amendment ; and

WHEREAS, on or about March 8, 2022, the Parties further amended the Agreement via the Third Amendment ; and

WHEREAS, on or about March 15, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about April 6, 2022, 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 **Section 2** to revise language to add an optional extension; and
2. Revise **Section 5** to update language regarding an optional extension; and
3. Revise **Paragraph I.C. of Exhibit C** to update collection rate effective July 1, 2022.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Section 2.** of the Agreement is hereby amended to read as follows:
 2. At the County’s option, this Agreement may be extended for one (1) additional six (6) month period 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”).
2. **Section 5.** of the Agreement is hereby amended to read as follows:

5. Optional Extension:

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 Period/ Fiscal Year (OP/FY) | Revised Agreement Expiration Date Per OP/FY | Maximum Increased Funding Amount Per OP/FY | Revised Agreement Lifetime Maximum Per OP/FY |
|--|---|--|--|
| OP/FY 2022-23 | On or before December 31, 2022 | Less than or equal to \$36,000 | Less than or equal to \$267,041 |

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the maximum payment obligation exceed the amount of **TWO HUNDRED SIXTY-SEVEN THOUSAND FORTY-ONE DOLLARS (\$267,041)** 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.

3. 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.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to

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

County shall pay Contractor at the rate specified below for services that have been provided in accordance with the provision of this Agreement.

| | | |
|--|--------------------|--|
| Urine Specimen Collection for Drug Testing | \$15.00/collection | July 1, 2018 through May 31, 2020 |
| Urine Specimen Collection for Drug Testing | \$25.00/collection | June 1, 2020 through June 30, 2021 |
| Urine Specimen Collection for Drug Testing | \$20.00/collection | July 1, 2021 through June 30, 2022 |
| Urine Specimen Collection for Drug Testing | \$25.00/collection | Effective July 1, 2022 |

4. Except as specifically amended by this Fifth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

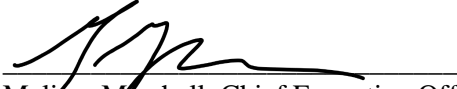
[Signatures Follow]

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

CONTRACTOR



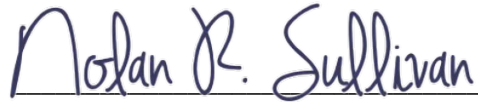
Melissa Marshall, Chief Executive Officer
CommuniCare Health Centers, Inc.

Date: 4/26/2022

COUNTY OF YOLO

Angel Barajas, Chair
Board of Supervisors

Date: _____

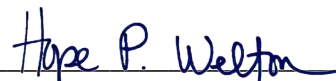


Nolan Sullivan, Interim Director
Health and Human Services Agency

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