

**FOURTH AMENDMENT**  
**(BOS Agreement No. \_\_\_\_ - \_\_\_\_)**

This Fourth Amendment to Agreement No. 18-55 (Fourth 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” herein and who agree as stated below.

**WHEREAS**, on or about March 20, 2018, the Parties enter into Agreement No. 18-55 (Agreement); and

**WHEREAS**, on or about October 20, 2020, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about February 9, 2021, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about June 7, 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 December 7, 2021, the Parties further amended the Agreement via the Third 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 add option year language; and
2. Revise **Paragraphs III.B1. and III.B2.** to add funding in the amount of \$20,428.52 for Fiscal Year (FY) 2021-22; add funding in the amount of \$244,490.04 for FY 2022-23; and add an optional extension for a new contract maximum of \$716,495.67; and
3. Revise **Section IV.** to update language regarding authority for option year notices; and
4. Revise **Exhibit A** to add **Section V** to include a Case Manager position; and
5. Revise **Section I. of Exhibit B** to update language regarding budget submissions; and
6. Revise **Section II. of Exhibit C** to update language regarding timeline for employee verification; and
7. Revise **Section III. of Exhibit C** to update language regarding record retention; and
8. Revise **Section IV. of Exhibit C** to update language regarding reports; and
9. Revise **Section V. of Exhibit C** to update language regarding audit requirements; and
10. Revise **Section XVIII. of Exhibit C** to update contact information for notices; and
11. Revise **Exhibit D** to update budget for FY 2021-22, add budgets for FY 2022-23 and the optional extension; and
12. Revise **Paragraph 2(d) of Exhibit E** to update language regarding timeline for reporting security incidents/breaches; and
13. Revise **Exhibit F** to update the Performance Measures.

**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 **February 1, 2018 through June 30, 2023** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month periods 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. Paragraphs III.B1. and III.B2.** of the Agreement are hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **SEVEN HUNDRED SIXTEEN THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND SIXTY-SEVEN CENTS (\$716,495.67)** specified as follows:

	<b>HDAP</b>	<b>CalWORKs</b>	<b>Total</b>
<b>FY 2017-18</b> February 1, 2018 through June 30, 2018	\$29,006	\$0	<b>\$29,006</b>
<b>FY 2018-19</b> July 1, 2018 through June 30, 2019	\$69,600	\$0	<b>\$69,600</b>
<b>FY 2019-20</b> July 1, 2019 through June 30, 2020	\$69,600	\$0	<b>\$69,600</b>
<b>FY 2020-21</b> July 1, 2020 through June 30, 2021	\$77,995.15	\$39,000	<b>\$116,995.15</b>
<b>FY 2021-22</b> July 1, 2021 through June 30, 2022	\$103,616.50	\$83,187.98	<b>\$186,804.48</b>
<b>FY 2022-23</b> July 1, 2022 through June 30, 2023	\$161,302.06	\$83,187.98	<b>\$244,490.04</b>
<b>Total</b>	<b>\$511,119.71</b>	<b>\$205,375.96</b>	<b>\$716,495.67</b>

**B2. Option Years:** The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. In the event that the County elects to exercise an 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 agreement maximum payment obligation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year OY/FY</b>	On or before June 30, 2024
<b>Revised Agreement Expiration Date Per OY/FY</b>	On or before June 30, 2024
<b>Maximum Increased HDAP funding Amount Per OY/FY</b>	Less than or equal to \$161,302.06
<b>Maximum Increased CalWORKs funding Amount Per OY/FY</b>	Less than or equal to \$83,187.98
<b>Revised Agreement Lifetime Maximum Per OY/FY</b>	Less than or equal to \$960,985.71

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **NINE HUNDRED SIXTY THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTY-ONE CENTS (\$960,985.71)**, 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. **Section IV.** of the Agreement is hereby amended to read as follows:

**IV. OPTION YEAR AND AMENDMENT AUTHORITY**

- A.** Director’s Authority: The Director may exercise the option year(s) and execute related option notices in conformance with the conditions of Section III of this Agreement.
- B.** Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.
- C.** Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

4. **Section V.** of **Exhibit A** is hereby added to read as follows:

**V. SERVICES – CASE MANAGER POSITION**

- A.** Contractor shall assign a full-time employee in the position of HDAP Case Manager to perform outreach, case management, and housing assistance services for clients referred to HDAP who are not otherwise enrolled in an HDAP-eligible case management program. The HDAP Case Manager will work as a team with the Disability Benefits Advocate to provide the four core components of HDAP (outreach, case management, housing assistance, and disability benefits advocacy).
- B.** Outreach: Activities geared at identifying need, targeting resources, and/or connecting likely eligible individuals to HDAP services, including screening and assessment activities.

1. These can be conducted by HDAP staff or provided in collaboration with community-based organizations.
  2. Best practices include face-to-face interaction with, and through trusted messengers of, people experiencing homelessness who are living on streets, in encampments, or temporary shelters; being discharged from jails or prisons, hospitals, rehabilitation facilities; and wherever else people may be located.
- C. Case Management:** These activities include the provision of care coordination intended to help clients navigate and address barriers to housing and disability benefits, including connections to Medi-Cal, CalFresh behavioral health agencies, legal aid, etc.
1. Best practices include regular check-ins and communication, linkages to appropriate supportive services, the tracking of clients' cases, including housing status, disability status, status of other benefits, and any case conferencing notes.
  2. Case management should begin at entry to the program and continue throughout until a person is stably housed, helping to coordinate each step of the disability advocacy and housing process.
  3. Case management ratios should be between 1:10 and 1:25, depending on local considerations.
  4. Participation in case management is voluntary and clients should not be penalized, sanctioned, or disenrolled from HDAP due to failure to attend appointments or their inability to meet with a case manager.
- D. Housing assistance:** HDAP can assist participants in finding and securing interim and permanent housing, maintaining current housing, and stabilizing in new housing.
1. Activities include, but are not limited to, direct financial assistance such as rental subsidies, rental arrearages, interim housing, landlord mediation, landlord incentives, landlord outreach, and housing identification and search activities.
- E. Housing First:** HDAP must operate in accordance with Housing First.
1. WIC Section 8256 requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in WIC Section 8255.
  2. Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."
- F. Client Prioritization:** If the HDAP Case Manager is unable to serve every client that self-determines they are at risk of homelessness or unnecessary institutionalization; the case manager will prioritize clients for assistance.
1. CDSS recommends that priority is given to those who have previously been homeless, those with the greatest medical severity and need, current or previous involvement in the criminal justice or foster care systems, and households with children under two years of age.
  2. It is critical that prioritization criteria across each population served (youth, families, and adults without minors) are consistent and not subject to the bias of an individual case manager or staff.

**G.** Eviction prevention: Eviction prevention is distinct from homelessness prevention in that it is not narrowly targeted to only those households who are at risk of homelessness due to a potential eviction.

**1.** Some households in receipt of an eviction notice may not be at risk of becoming homeless because they are able to find and secure subsequent permanent housing.

**2.** Homelessness prevention efforts often include eviction prevention strategies such as short term or one-time financial assistance payments, including payment of back rent, but may also offer more substantial case management or other supportive services.

**3.** With the additional program expansion funds, grantees may now have the resources to expand HDAP services (outreach, case management, housing supports and disability benefits advocacy) to include people who are recently homeless or at risk of homelessness including youth and families.

**H.** Contractor shall utilize the CoC's Homeless Management Information System (HMIS) to track all clients. Client's data at assessment, intake, status update, and exit will be entered within five (5) business days. Reports will be generated from HMIS to determine program outcomes.

**I.** Contractor shall comply with all state and local HDAP reporting requirements, including required quarterly performance measure reports utilizing the results-based accountability (RBA) model provided in Exhibit F.

**5. Section I. of Exhibit B** is hereby amended to read as follows:

#### **I. BUDGET**

**A.** Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

**B.** Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV. of this Agreement.

**C.** In the event the County requests an updated budget for any option year, the option year budget shall be approved in conformance with Section III.B2 of this Agreement, in the sole discretion of the HHS Director.

**6. Section II. of Exhibit C.** 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 (NPPES); 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](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.

**7. Section III. of Exhibit C** 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.

**8. Section IV. of Exhibit C** is hereby amended to read as follows:

#### **IV. REPORTS**

**A.** Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

**B. Employee Verification Report:** (See Section II. of this Exhibit.)

Contractor shall verify prior to hire that all of Contractor's employees and subcontractors are eligible to provide services under this Agreement pursuant to all applicable state and federal rules, including applicable sections of the State Contracts. Contractor shall maintain documentation of verification on file and provide such documentation to County upon request.

**C. Performance Outcome Measures (POM) Report:** (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit G, Performance Measures.

Submit the Performance Outcome Measures electronically via email to: [HHSQualityManagement@yolocounty.org](mailto:HHSQualityManagement@yolocounty.org)

**D. Contract Expenditure Reports**

**1. Mid-Year Report:** This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31<sup>st</sup>.

**2. End of Year Report:** This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31<sup>st</sup>.

Submit the Contract Expenditures reports electronically via email to: [HSA.AccountsPayable@yolocounty.org](mailto:HSA.AccountsPayable@yolocounty.org).

**F. Fiscal Year Annual Reports**

**1. Certified Audited Financial Reports** (see Section V. Audit)

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health Cost Report unless the Agreement is terminated or expires earlier. If the Agreement expires or is terminated before June 30, then the Certified Audited Financial Reports are due, no later than forty-five (45) days from the date of the expiration or termination.

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent electronically via email to: [HHSQualityManagement@yolocounty.org](mailto:HHSQualityManagement@yolocounty.org)

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Cost Report

**9. Section V. of Exhibit C** 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).).

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.

**10. Section XVIII. of Exhibit C** 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, Chief Executive Officer

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: [sara@communicarehc.org](mailto:sara@communicarehc.org)

County:

Contracts Unit [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)

Contract Administrator [Anisa.Vallejo@yolocounty.org](mailto:Anisa.Vallejo@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.

**11. Exhibit D** to the Agreement is hereby amended to read as attached.

**12. Paragraph 2.d.** of **Exhibit E** of the Agreement is hereby amended to read as follows:

(d) Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

1. Cha Yang, County's Privacy Officer-Risk Manager/Safety Officer at [cha.yang@yolocounty.org](mailto:cha.yang@yolocounty.org), and
2. Lee Gerney, County's Information Security Officer-Chief Technology Officer at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and
3. Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.org](mailto:HHS.BHCompliance@yolocounty.org).

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

**13. Exhibit F** to the Agreement is hereby amended to read as attached.

**14.** Any and all attachments to this Fourth Amendment are incorporated herein by this reference.

**15.** Except as specifically amended by this Fourth 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 Fourth Amendment as of the day and year last set forth below.

**CONTRACTOR**



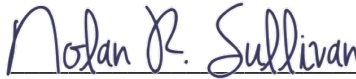
\_\_\_\_\_  
Melissa Marshall, Chief Executive Director  
CommuniCare Health Centers, Inc.

Date: 4/26/2022

**COUNTY OF YOLO**

\_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

Date: \_\_\_\_\_

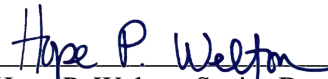


\_\_\_\_\_  
Nolan Sullivan, Interim Director  
Health and Human Services Agency

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

**EXHIBIT D – CONTRACT BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>Housing and Disability Advocacy Program Services</b>		
	Cost Items	Fiscal Year 2017-18 February 1, 2018 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$20,984
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$3783
2	Operating Costs	\$4238
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$29,006</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Housing and Disability Advocacy Program Services</b>		
	Cost Items	Fiscal Years 2018-19 and 2019-20 July 1 through June 30
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$51,993
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$9078
2	Operating Costs	\$8528
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$69,600</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Housing and Disability Advocacy Program Services</b>		
	Cost Items	Fiscal Year 2020-21 July 1 through June 30
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$90,490.64
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$13,573.59
2	Operating Costs	\$10,680.92
3	Direct to Clients	\$2,250
4	<b>Total</b>	<b>\$116,995.15</b>

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**EXHIBIT D – CONTRACT BUDGET**

<b>CommuniCare Health Centers, Inc.</b>				
<b>Housing and Disability Advocacy Program Services</b>				
<b>Fiscal Year 2021-22</b>				
July 1, 2021 through June 30, 2022				
	Cost Items	HDAP	CalWORKs	Total Program
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$80,243.70	\$65,233.90	\$145,477.60
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$12,036.55	\$9,785.08	\$21,821.63
2	Operating Costs	\$9,536.25	\$6,669.00	\$16,205.25
3	Direct to Clients	\$1,800.00	\$1,500.00	\$3,300.00
4	<b>Total</b>	<b>\$103,616.50</b>	<b>\$83,187.98</b>	<b>\$186,804.48</b>

<b>CommuniCare Health Centers, Inc.</b>				
<b>Housing and Disability Advocacy Program Services</b>				
<b>Fiscal Year 2022-23</b>				
July 1, 2022 through June 30, 2023				
	Cost Items	HDAP	CalWORKs	Total Program
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$125,273.10	\$65,233.90	\$190,507.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$18,790.96	\$9,785.08	\$28,576.04
2	Operating Costs	\$14,538.00	\$6,669.00	\$21,207.00
3	Direct to Clients	\$2,700.00	\$1,500.00	\$4,200.00
4	<b>Total</b>	<b>\$161,302.06</b>	<b>\$83,187.98</b>	<b>\$244,490.04</b>

<b>CommuniCare Health Centers, Inc.</b>				
<b>Housing and Disability Advocacy Program Services</b>				
<b>Optional Extension</b>				
<b>Fiscal Year 2023-24</b>				
July 1, 2023 through June 30, 2024				
	Cost Items	HDAP	CalWORKs	Total Program
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$125,273.10	\$65,233.90	\$190,507.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$18,790.96	\$9,785.08	\$28,576.04
2	Operating Costs	\$14,538.00	\$6,669.00	\$21,207.00
3	Direct to Clients	\$2,700.00	\$1,500.00	\$4,200.00
4	<b>Total</b>	<b>\$161,302.06</b>	<b>\$83,187.98</b>	<b>\$244,490.04</b>

**EXHIBIT F – PERFORMANCE MEASURES**

<b>Disability Benefits Advocate</b>	<b>CommuniCare Health Centers, Inc.</b>	<b>Sara Gavin</b>
<b>Program Purpose</b>	To secure permanent disability income for individuals and families with disabilities who are experiencing homelessness in Yolo County.	
<b>PM1: How much did we do?</b>		
1.1	# of people enrolled in disability advocacy services through the Housing and Disability Advocacy Program.	
1.2	# of disability benefit applications submitted.	
<b>PM2: How well did we do it?</b>		
2.1	Average length of time from application submission to placement.	
<b>PM3: Is anyone better off?</b>		
3.1	% and # of applications favorably approved for disability income benefits.	

<b>HDAP Case Manager</b>	<b>CommuniCare Health Centers, Inc.</b>	<b>Sara Gavin</b>
<b>Program Purpose</b>	To secure permanent disability income for individuals and families with disabilities who are experiencing homelessness in Yolo County.	
<b>PM1: How much did we do?</b>		
1.1	# of people not otherwise enrolled in an HDAP-eligible case management program who are enrolled in case management services through the Housing and Disability Advocacy Program	
1.2	# of housing assistance applications submitted	
<b>PM2: How well did we do it?</b>		
2.1	Average length of time from housing assistance application submission to placement	
<b>PM3: Is anyone better off?</b>		
3.1	% and # of permanent housing placements	