

SECOND AMENDMENT
(BOS AGREEMENT No. ____ - ____)

This Second Amendment to Agreement No. 21-215 (“Second 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 September 14, 2021, the Parties entered into Agreement No. 21-215 (“Agreement”); and

WHEREAS, on or about September 15, 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 October 26, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about December 23, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about January 19, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, on or about February 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #4; and

WHEREAS, on or about March 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #5; and

WHEREAS, on or about April 21, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #6; 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 July 31, 2022 and add five (5) additional optional months; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to add funding in the amount of \$29,227.86 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$263,050.74; and add monthly optional extensions and revise the maximum payment obligation; and
3. Revise **Paragraph XVIII.A.** of **Exhibit C** to update contact information for notices; and
4. Revise **Exhibit D** to update the budget to reflect the FY and monthly amounts.

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 **November 1, 2021 through July 31, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to five (5) additional one (1) month periods through **December 31, 2022** 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”). See Paragraph III.B2.

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 **July 31, 2022** shall be no greater than **TWO HUNDRED SIXTY-THREE THOUSAND FIFTY DOLLARS AND SEVENTY-FOUR CENTS (\$263,050.74)** specified as follows:

Fiscal Year 2021-22 November 1, 2021 through June30, 2022	Fiscal Year 2022-23 July 1, 2022 through July 31, 2022	Total
\$233,822.88	\$29,227.86	\$263,050.74

B2. Optional Months: 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 month in conformance with the requirements of this Agreement. The option month budget shall be sent to 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:

Optional Month/Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY August 2022-23	On or before August 31, 2022	Up to \$29,227.86	Up to \$292,278.60
OM/FY September 2022-23	On or before September 30, 2022	Up to \$29,227.86	Up to \$321,506.46
OM/FY October 2022-23	On or before October 31, 2022	Up to \$29,227.86	Up to \$350,734.32
OM/FY November 2022-23	On or before November 30, 2022	Up to \$29,227.86	Up to \$379,962.18
OM/FY December 2022-23	On or before December 31, 2022	Up to \$29,227.86	Up to \$409,190.04

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the maximum payment obligation exceed the amount of **FOUR HUNDRED NINE THOUSAND ONE HUNDRED NINETY DOLLARS AND FOUR CENTS (\$409,190.04)**, 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 XVIII.A. of Exhibit C of the Agreement is hereby amended to read as follows:

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:

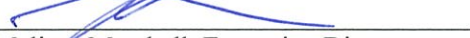
Contractor: CommuniCare Health Centers, Inc.
 P.O. Box 1260
 Davis, CA 95617
 Melissa Marshall, Executive Director

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

4. **Exhibit D** of the Agreement is hereby amended to read as attached.
5. Any and all attachments to this Second Amendment are incorporated herein by this reference.
6. Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

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

CONTRACTOR

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

Date: 5/31/2022

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

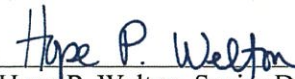
By: 
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
Expanded Project Room Key Services		
	Cost Items	Fiscal Year 2021-22 November 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$88,622.80
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$13,293.44
2	Operating	\$3,906.64
3	Direct to Clients	\$128,000
4	Total	\$233,822.88

CommuniCare Health Centers, Inc		
Expanded Project Room Key Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through July 31, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$11,077.85
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$ 1,661.68
2	Operating	\$ 488.33
3	Direct to Clients	\$16,000.00
4	Total	\$29,227.86

CommuniCare Health Centers, Inc		
Expanded Project Room Key Services		
	Cost Items	Monthly Optional Extensions
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$11,077.85
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$ 1,661.68
2	Operating	\$ 488.33
3	Direct to Clients	\$16,000.00
4	Total	\$29,227.86