

THIRD AMENDMENT
(BOS Agreement No. ____ - ____)

This Third Amendment to Agreement No. 18-223 (“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 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 9, 2018, the Parties entered into Agreement No. 18-223 (“Agreement”); and

WHEREAS, on or about June 20, 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 18, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about December 18, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 8, 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 December 31, 2022; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$155,000 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,275,356; and
3. Revise **Section XVIII.** of **Exhibit D** to update contact information for notices; and
4. Revise **Exhibit E** to include 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 **October 1, 2018 through December 31, 2022** unless sooner terminated as provided in this Agreement.

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

III. COMPENSATION AND PAYMENT TERMS

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2022** shall be no greater than **ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND 00/100 (\$1,275,356)** specified as follows:

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Fiscal Year 2018-19 October 1, 2018 through June 30, 2019	\$211,801
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$289,301
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$309,627
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$309,627
Fiscal Year 2022-23 July 1, 2022 through December 31, 2022	\$155,000
Total	\$1,275,356.00

3. Section **XVIII** of 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, 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

County:

Contracts Unit HHSAContracts@yolocounty.org

Contract Administrator elaine.lytle@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.

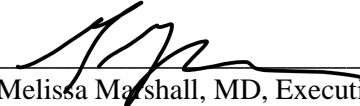
D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. **Exhibit E** of the Agreement is hereby amended to read as attached.

5. Any and all attachments to this Third Amendment are incorporated herein by this reference.
6. 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.

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

CONTRACTOR

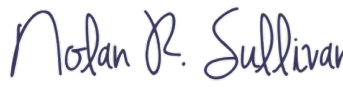
By: 
Melissa Marshall, MD, Executive Director
CommuniCare Health Centers, Inc.

Date: 6/9/2022

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

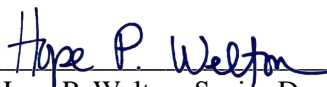
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2018-19 October 1, 2018 through June 30, 2019
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$166,648
2	Operating	\$14,269
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$27,134
4	Direct to Clients	\$3,750
5	Total	\$211,801

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$228,163
2	Operating	\$19,055
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$37,083
4	Direct to Clients	\$5,000
5	Total	\$289,301

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$244,269
2	Operating	\$20,624
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$39,734
4	Direct to Clients	\$5,000.00
5	Total	\$309,627

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$246,960
2	Operating	\$20,624
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel (Total of Cost Items 1)	\$37,043
4	Direct to Clients	\$5,000.00
5	Total	\$309,627

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through December 31, 2022
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$123,666.50
2	Operating	\$ 10,312.00
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel (Total of Cost Items 1)	\$ 18,521.50
4	Direct to Clients	\$ 2,500.00
5	Total	\$155,000