

THIRD AMENDMENT
(BOS AGREEMENT No. ____ - ____)

This Third Amendment to Agreement No. 21-215 (“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 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, on or about June 28, 2022, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about July 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #7; and

WHEREAS, on or about August 15, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #8; and

WHEREAS, on or about October 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #9; and

WHEREAS the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraph I.A.** to reflect the current term of the Agreement and add three monthly optional extensions; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to reflect the current term of the Agreement and add three monthly optional extensions; and

3. Revise **Exhibit D** to update the budget for Fiscal Year 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 **November 1, 2021 through December 31, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to three (3) additional one (1) month periods through **March 31, 2023** 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 **December 31, 2022** shall be no greater than **FOUR HUNDRED NINE THOUSAND ONE HUNDRED NINETY DOLLARS AND FOUR CENTS (\$409,190.04)** specified as follows:

Fiscal Year 2021-22 November 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through December 31, 2022	Total
\$233,822.88	\$175,367.16	\$409,190.04

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:


Option 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 January 2022-23	On or before January 31, 2023	Up to \$29,227.86	Up to \$438,417.90
OM/FY February 2022-23	On or before February 28, 2023	Up to \$29,227.86	Up to \$467,645.76
OM/FY March 2022-23	On or before March 31, 2023	Up to \$29,227.86	Up to \$496,873.62

In no event shall the term of the Agreement extend beyond **March 31, 2023** nor shall the maximum payment obligation exceed the amount of **FOUR HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS AND SIXTY-TWO CENTS (\$496,873.62)**, 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. **Exhibit D** of the Agreement is hereby amended to read as attached.
4. All attachments to this Third Amendment are incorporated herein by this reference.
5. 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

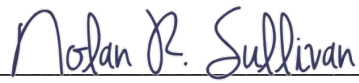
By 
Melissa Marshall, Executive Director
CommuniCare Health Centers, Inc.

Date: 10/27/2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____


Nolan Sullivan, 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

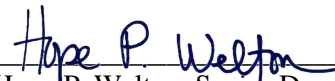
By: 
Hope P. Welton, Senior Deputy

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 December 31, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$66,467.10
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$ 9,970.08
2	Operating	\$ 2,929.98
3	Direct to Clients	\$96,000.00
4	Total	\$175,367.16

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