

BOS No. Orig: #18-223; Amd2: #21-125; Amd3 #22-147
Infor PO No. 2919
Infor Ref No. 6565-2019-CC CALWORKS

**FOURTH AMENDMENT
(BOS Agreement No. ____ - ____)**

This Fourth Amendment to Agreement No. 18-223 (“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 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, on or about June 28, 2022, 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 December 31, 2022; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$77,500 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,352,856; and
3. Revise **Section XVIII. of Exhibit D** to update contact information for notices; and
4. Revise **Exhibit E** to update the 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 March 30, 2023** 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 **March 30, 2023** shall be no greater than **ONE MILLION THREE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS AND 00/100 (\$1,352,856)** 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 March 30, 2023	\$232,500
Total	\$1,352,856.00

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, MD, Chief Executive Officer

County: Yolo County Health and Human Services Agency
 137 N. Cottonwood Street
 Woodland, CA 95695
 Nolan Sullivan, 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 Tanya.Provencher@yolocounty.org or 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.

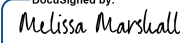
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- 4. **Exhibit E** of the Agreement is hereby amended to read as attached.
- 5. Any and all attachments to this Fourth Amendment are incorporated herein by this reference.
- 6. Except as specifically amended by this Fourth Amendment and any prior amendments,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

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

CONTRACTOR

COUNTY OF YOLO

By: DocuSigned by:

12AD6AAAF00C546D...
 Melissa Marshall, MD, Executive Director
 CommuniCare Health Centers, Inc.

By: _____
 Angel Barajas, Chair
 Board of Supervisors

Date: 11/16/2022

Date: _____

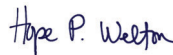
DocuSigned by:

D196B33D5DAB46E...
 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
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 Hope P. Welton, Senior Deputy

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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
5	Total	\$309,627

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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
5	Total	\$309,627

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through March 30, 2023
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$185,499.75
2	Operating	\$ 15,468.00
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel (Total of Cost Items 1)	\$ 27,782.25
4	Direct to Clients	\$ 3,750.00
5	Total	\$232,500.00