

BOS No. Orig. #20-74  
Infor PO No. 3593  
Infor Ref No. 4040-2020-CCH 01

**FIRST AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This First Amendment to Agreement No. 20-74 (“First 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 May 5, 2020 the Parties entered into Agreement No. 20-74 (“Agreement”); and

**WHEREAS**, on or about April 20, 2022 the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about November 29, 2022 the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

**WHEREAS**, the Parties would now like to amend the Agreement to:

1. Revise **Paragraph II.A.** to extend the term of the Agreement through September 30, 2023 and revise and clarify language regarding the remaining portion of the Fiscal Year (FY) 2023-24 optional extension period; and
2. Revise **Paragraph IV.B1.** to update the compensation table to revise and clarify language and amounts added via the optional extensions taken via Option Letter #1 and Option Letter #2 and add additional funding in the amount of \$16,539.50 for FY 2023-24 with a new total contract maximum of \$248,092.50; and
3. Revise **Paragraph IV.B2.** to revise and clarify language regarding the remaining portion of the FY 2023-24 optional extension period; and
4. Revise **Paragraph X.F.** to update contact information for security breaches; and
5. Revise **Exhibit B** to update the budget.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Paragraph II.A.** of the Agreement is hereby amended to read as follows:

**A.** The term of this Agreement shall be from **April 1, 2020 through September 30, 2023**, unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional nine (9) month period 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. Paragraph IV.B1.** of the Agreement is hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **September 30, 2023** shall be no greater than **TWO HUNDRED FORTY-EIGHT THOUSAND NINETY-TWO DOLLARS AND FIFTY CENTS (\$248,092.50)** specified as follows:

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<b>FY 2019-20</b> April 1, 2020 through June 30, 2020	<b>FY 2020-21</b> July 1, 2020 through June 30, 2021	<b>FY 2021-22</b> July 1, 2021 through June 30, 2022	<b>FY 2022-23</b> July 1, 2022 through June 30, 2023	<b>FY 2023-24</b> July 1, 2023 through September 30, 2023	<b>TOTAL</b>
\$33,079	\$66,158	\$66,158	\$66,158	\$16,539.50	<b>\$248,092.50</b>

**3. Paragraph IV.B2.** of the Agreement is hereby amended to read as follows:

**B2.** Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph II.A. above. Upon request of the County, Contractor shall provide a contract budget for each option period in conformance with the requirements of this Agreement. The option period 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 its 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 maximum payment obligation, subject to the maximums set forth below:

<b>Option Period/ Fiscal Year</b>	<b>Maximum Agreement Term Extension Per Option Period/ Fiscal Year</b>	<b>Increased Funding Amount Per Option Period/Fiscal Year</b>	<b>Revised Maximum Payment Obligation Per Option Period/ Fiscal Year</b>
Oct 2023 -June 2024 (FY 2023-24)	through June 30, 2024	Less than or equal to \$49,618.50	Less than or equal to \$297,711

In no event shall the term of the Agreement extend beyond **June 30, 2024** nor shall the total contract maximum exceed the amount of **TWO HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$297,711)**, 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.

**4. Paragraph X.F.** of the Agreement is hereby amended to read as follows:

**F.** Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to:

Nolan Sullivan, Director  
 Health and Human Services Agency  
 137 North Cottonwood Street  
 Woodland CA 95695  
 Email: [Nolan.sullivan@yolocounty.org](mailto:Nolan.sullivan@yolocounty.org)

Melissa Marshall, Executive Director  
 CommuniCare Health Centers, Inc.  
 P.O. Box 1260  
 Davis, CA 95617  
 Email: [sara@communicarehc.org](mailto:sara@communicarehc.org)

Cooperation: Each party shall cooperate in any investigations of information security incidents.

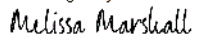
**5. Exhibit B** to the Agreement is hereby amended to read as attached.

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- 6. All attachments to this First Amendment are incorporated herein by this reference.
- 7. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

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

**CONTRACTOR**

DocuSigned by:  
  
 By \_\_\_\_\_  
12AD8AAFC0C646D...  
 Melissa Marshall, Executive Director  
 CommuniCare Health Centers, Inc.

Date: 1/13/2023

**COUNTY OF YOLO**

By \_\_\_\_\_  
 Oscar Villegas, Chair  
 Board of Supervisors

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

DocuSigned by:  
  
 By \_\_\_\_\_  
D190B33D5DAB46E...  
 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 B – BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	Fiscal Year 2019-20 January 1, 2020 through June 30, 2020
1	a. Personnel	\$24,700
	b. Indirect (15%) Admin.	\$4,315
2	Operating Costs	\$4,064
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$33,079</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel	\$49,400
	b. Indirect (15%) Admin.	\$8,629
2	Operating Costs	\$8,129
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$66,158</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	\$49,400
	b. Indirect (15%) Admin.	\$8,629
2	Operating Costs	\$8,129
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$66,158</b>

**EXHIBIT B – BUDGET**

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	\$49,400
	b. Indirect (15%) Admin.	\$8,629
2	Operating Costs	\$8,129
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$66,158</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through September 30, 2023
1	a. Personnel	\$12,350.00
	b. Indirect (15%) Admin.	\$2,157.25
2	Operating Costs	\$2,032.25
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$16,539.50</b>

<b>CommuniCare Health Centers, Inc.</b>		
<b>Transitions Clinic Network</b>		
	Cost Items	9-Month Optional Extension Fiscal Year 2023-24 October 1, 2023 through June 30, 2024
1	a. Personnel	\$37,050.00
	b. Indirect (15%) Admin.	\$6,471.75
2	Operating Costs	\$6,096.75
3	Direct to Clients	\$0
4	<b>Total</b>	<b>\$49,618.50</b>