

CONSENT TO ASSIGNMENT AND NOVATION

THIS CONSENT to ASSIGNMENT AND NOVATION (“Consent & Novation”), 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”), CommuniCare Health Centers, a non-profit corporation organized and existing under the laws of the State of California (“Vendor”), and Ole Health dba CommuniCare OLE, a non-profit corporation organized and existing under the laws of the State of California (“Assignee”), collectively referred to as “the Parties” herein and who agree as follows.

WHEREAS, County and Vendor have collaborated to provide services to Yolo County citizens; and

WHEREAS, this collaboration has required numerous contractual agreements (“Agreements”) as specified in Exhibit A and Exhibit B, which are both attached hereto and incorporated herein by this reference; and

WHEREAS, each of the Agreements have previously been provided to Vendor by the County and subsequently have been provided to Assignee by Vendor, each of which, including any amendments, are incorporated herein by this reference; and

WHEREAS, the original Parties to the Agreements are County and Vendor; and

WHEREAS, the Agreements allow for assignment upon mutual agreement of the original parties to those agreements; and

WHEREAS, effective October 1, 2023, Vendor has formally merged with Assignee and now is doing business as CommuniCare OLE in Yolo County; and

WHEREAS, Vendor desires to assign all of its rights and responsibilities under the Agreements to Assignee; and

WHEREAS, Assignee desires to accept all of these rights and responsibilities; and

WHEREAS, County desires to consent to such assignments.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree, for themselves and for their successors and assigns, as follows:

1. This Consent & Novation is effective October 1, 2023.
2. Assignee agrees to be bound by all terms and conditions of the Agreements referenced in Exhibit A and such agreements shall be deemed to be assumed upon execution of this Consent & Novation. The agreements in Exhibit A are the agreements with an active Term Date.
3. Assignee agrees to be bound by all surviving terms and conditions of the Agreements referenced in Exhibit B and agrees to assume these responsibilities upon execution of this Consent & Novation. The agreements listed in Exhibit B are the agreements that have expired or been terminated prior to the date of this Consent & Novation but which contain terms and conditions that survive as of the Effective Date of this Consent & Novation.
4. This Consent & Novation shall in no manner be construed to be a consent by Vendor to any further assignment without prior written consent by the County.

5. This Consent & Novation and the Agreements are to be construed in accordance with the applicable laws, rules and regulations of the United States Government, State of California and the County of Yolo, as further specified in each of the Agreements.
6. Regarding the submission of invoices or claims for payment for services provided under an agreement listed in Exhibit A: Assignee shall submit invoices for payments per the terms of each respective agreement.
7. Assignee shall complete County forms and provide all tax information required to become a “vendor” and “supplier” in the County financial systems. County has provided these forms to Assignee.
8. A. Notices required by this Consent & Novation shall be deemed to be properly served by personal delivery, or if sent by express courier service or certified mail, to the address furnished by the parties hereto, until thereafter changed by the parties in writing, notices shall be addressed as follows:

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

Assignee: CommuniCare Health Centers
P.O. Box 1260
Davis, CA 95617

Vendor: OLE Health dba CommuniCare OLE
1141 Pear Tree Lane, Suite 100
Napa, CA 94558

- B. In lieu of written notice to the above addresses, any party may provide notices through email, provided the following email addresses are used:

County: HHSAContracts@yolocounty.org

Assignee: Alicia.Hardy@CommuniCareOLE.org, cc: Kevin.Moses@CommuniCareOLE.org

Vendor: Melissa.Marshall@CommuniCareOLE.org

9. Notices required by each individual Agreement shall be deemed to be properly served as specified in Exhibit B.
10. The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Consent & Novation shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Consent & Novation.
11. The person executing this Consent & Novation on behalf of any of the Parties affirmatively represents that they have the requisite legal authority to enter into this agreement on behalf of their respective entity and to bind that entity to the terms and conditions of this Consent & Novation.
12. Upon its execution, this Consent & Novation (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.


13. A. This complete Consent & Novation includes the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A –Active Agreements
- Exhibit B –Agreements with Surviving Terms and Conditions

B. This Consent & Novation constitutes the entire agreement regarding assignment of contractual rights and responsibilities between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Consent & Novation or the construction or meaning of any term hereof, this Consent & Novation shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Consent & Novation.

IN WITNESS WHEREOF, the Parties have executed this Consent & Novation as of the day and year last set forth below.

VENDOR

DocuSigned by:

 20738507FA81474

 Dr. Melissa Marshall, CEO
 CommuniCare Health Centers

Date 10/9/2023

COUNTY

 Oscar E. Villegas, Chair
 Board of Supervisors

Date: _____

ASSIGNEE

DocuSigned by:

 4394571AEF9D435

 Alicia Hardy, CEO
 OLE Health dba CommuniCare OLE

DocuSigned by:

 B0B1AB6215D042A...

 Rebecca Mellott, Assistant 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

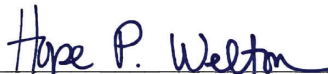
By: 
 Hope P. Welton, Senior Deputy

EXHIBIT A – ACTIVE AGREEMENTS

A. All agreements listed in this Exhibit A are active agreements between Vendor and County.

Yolo County Department Designation	Contract Term Start	Current Contract Term End	Scope Description	Yolo County Infor 11 Agreement Number	Yolo County Infor 9 Legacy PO Number
Health & Human Services Agency	4/1/2020	9/30/2023	Transitions Clinic Network	676	3593
Health & Human Services Agency	7/1/2018	11/30/2023	Specimen Collection for Toxicology Services	700	3072
Health & Human Services Agency	9/1/2018	12/31/2023	Building Strengthening and Protective Factors	698	2980
Health & Human Services Agency	7/1/2023	12/31/2023	Navigation Center	5089	NA
Health & Human Services Agency	7/1/2023	12/31/2023	Substance Use Disorder Treatment Adult In-Custody	5077	NA
Health & Human Services Agency	7/1/2023	12/31/2023	Substance Use Disorder Treatment Adult (DMC-ODS)	5080	NA
Health & Human Services Agency	2/1/2018	6/30/2024	Housing and Disability Advocacy Program	696	2640
Health & Human Services Agency	10/1/2017	6/30/2024	IBHS Latino CREO	658	2502
Health & Human Services Agency	5/1/2023	6/30/2024	CalWORKs Mental Health	708	4597
Health & Human Services Agency	7/1/2022	6/30/2024	Virtual Dental Health	679	4449
Health & Human Services Agency	7/1/2023	6/30/2024	Community Based EPSDT	5106	NA
Health & Human Services Agency	7/1/2023	6/30/2024	Juvenile Justice Behavioral Health Services	5102	NA
Health & Human Services Agency	7/1/2023	6/30/2024	K-12 Davis School Partnership	5098	NA
Health & Human Services Agency	7/1/2023	6/30/2024	K-12 YCOE Sch Partnership	5099	NA
Health & Human Services Agency	7/1/2023	6/30/2024	Woodland Community College Student Services	5105	NA
Health & Human Services Agency	7/1/2023	6/30/2024	Intensive EPSDT Services-Wraparound	5115	NA
Health & Human Services Agency	6/19/2020	6/30/2025	Homeless Housing Assistance and Prevention	704	3827
Health & Human Services Agency	7/1/2023	03/01/2026	Prop 47	5126	NA
Continued Below					

EXHIBIT A – ACTIVE AGREEMENTS

Yolo County Department Designation	Contract Term Start	Current Contract Term End	Scope Description	Yolo County Infor 11 Agreement Number	Yolo County Infor 9 Legacy PO Number
Health & Human Services Agency	9/1/2021	8/31/2024	Mobile Medicine Services	710	4142
District Attorney’s Office	10/1/2021	6/30/204	Mental Health Diversion Program	669	4210

B. Notices for each agreement listed above shall hereby be provided as follows:

1. Yolo County Health and Human Services Agency (“HHS”) ”

- a.** All notices for agreements designated to HHS in the table in Section A above 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:

Assignee:

OLE Health
1141 Pear Tree Lane, #100
Napa, CA 94558
Alicia Hardy, CEO

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:

Assignee:

Alicia.Hardy@CommuniCareOLE.org,
cc: Kevin.Moses@CommuniCareOLE.org

Yolo County Health and Human Services Agency:

Nolan.Sullivan@yolocounty.org;
cc: HHSAContracts@yolocounty.org

- c.** Assignee or County may change their respective address or email address to which such communications are to be given by providing the other party 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.

2. Yolo County District Attorney’s Office (“DA”) ”

- a.** All notices for agreements designated to DA in the table in Section A above 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:

Assignee:

OLE Health
1141 Pear Tree Lane, #100
Napa, CA 94558
Alicia Hardy, CEO

County:

Yolo County District Attorney’s Office
301 Second Street
Woodland, CA 95695
Jeff Reisig, District Attorney

EXHIBIT A – ACTIVE AGREEMENTS

- 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:

Assignee:

Alicia.Hardy@CommuniCareOLE.org,

cc: Kevin.Moses@CommuniCareOLE.org

Yolo County District Attorney's Office:

District.Attorney@yolocounty.org

- c.** Assignee or County may change their respective address or email address to which such communications are to be given by providing the other party 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.

EXHIBIT B – AGREEMENTS WITH SURVIVING TERMS AND CONDITIONS

- A. All agreements in this Exhibit B are agreements that have terminated which contain terms and conditions surviving termination.

Contract Term Start	Current Contract Term End	Scope Description	Yolo County Infor 11 Agreement Number	Yolo County Infor 9 Legacy PO Number
7/1/2013	12/31/2015	Mental Health Drug and Alcohol	682	Unknown
7/1/2011	6/30/2016	Child Abuse Prevention	685	Unknown
7/1/2012	6/30/2016	Family Therapy	686	Unknown
7/1/2013	6/30/2016	Substance Abuse Treatment	688	Unknown
7/1/2013	6/30/2016	Drug Testing	712	Unknown
10/1/2014	6/30/2017	CalWORKs	657	1048
1/1/2016	6/30/2017	IGT Integrated Beh.Health Exp	671	1676
7/1/2013	6/30/2017	Outpatient and Dual Diagnosis	683	Unknown
7/1/2016	6/30/2017	Substance Abuse Treatment	695	2061
7/15/2014	9/30/2017	Intensive Behavioral Health Services (IBHS)	656	1044
1/1/2016	12/31/2017	IGT Case Management Services	670	1675
1/1/2016	12/31/2017	Pediatric Dental IGT	672	1671
7/1/2014	6/30/2018	Perinatal Treatment, HIV	651	1009
7/1/2014	6/30/2018	PC1000,AOD,ADC	652	1015
7/1/2014	6/30/2018	DMCP,DMCO	654	1026
7/1/2015	6/30/2018	Case Management	681	Unknown
7/1/2012	6/30/2018	Perinatal Treatment	687	1307
7/1/2014	7/15/2018	Supervised Visitation	691	1328
7/1/2014	8/31/2018	EPSDT, Wrap Around Services	655	1026
7/1/2015	8/31/2018	Family Life Skills	692	1356
12/1/2016	8/31/2018	Wrap Around Services SB163	693	2170
7/1/2016	8/31/2018	Differential Response	694	2060
7/1/2014	9/30/2018	Parenting Classes	690	1327
7/1/2017	9/30/2018	ADMH MH for DESS CalWORKs	697	2332
1/1/2016	12/31/2018	IGT CC Transportation	673	1677
5/1/2014	12/31/2018	Wrap Around Services	689	1322
7/1/2016	6/30/2019	Moving Beyond Depression	675	1985
7/1/2016	6/30/2019	Drug Toxicology Collection	713	1953
12/15/2018	6/30/2019	CCHC Child Proj Imp FY2019	715	Unknown
4/1/2017	3/31/2020	Healthy Living with Diabetes	674	2236
Continued Below				

EXHIBIT B – AGREEMENTS WITH SURVIVING TERMS AND CONDITIONS

7/1/2014	6/30/2020	ATP, Mental Health Block Grant (MHBG)	653	1021
9/1/2019	6/30/2020	Car Purchase Grant-Reentry Services	711	Unknown
7/1/2019	6/30/2021	Drug Toxicology Collection-IHSS	702	3232
4/1/2020	6/30/2021	COVID-19	703	3580
4/1/2018	8/15/2021	Prop 47 Steps to Success	660	2692
4/12/2021	9/30/2021	COVID Vaccination Project	678	3962
7/1/2021	11/29/2021	Project Room Key	707	4019
10/1/2020	12/31/2021	Medi-Cal Navigation Services	705	3824
3/1/2021	12/31/2021	Family Urgent Response System (FURS)	706	3902
7/1/2016	3/31/2022	Mental Health and Substance Abuse	684	Unknown
1/5/2021	6/30/2022	Nurses for COVID Vaccine Services	677	3922
9/1/2021	3/31/2023	Project Room Key Expanded Services	709	4083
10/1/2018	4/30/2023	Mental Health Services for CalWORKs	699	2919
5/1/2018	6/30/2023	Navigation Center	659	2748
7/1/2018	6/30/2023	Adult Substance Abuse Treatment DMC-ODS (ODF,IOT,RS,CM,PC,SR)	661	2819
9/1/2018	6/30/2023	Primary Care EPSDT	662	2958
8/1/2020	6/30/2023	MAT Program	663	3864
1/19/2021	6/30/2023	Woodland Community College Student Services	664	3965
9/30/2022	6/30/2023	Substance Abuse Treatment/Adult In-Custody	665	4510
11/15/2021	6/30/2023	K-12 Davis School Partnership	666	4146
11/15/2021	6/30/2023	K-12 Woodland Sch Partnership	667	4147
4/1/2022	6/30/2023	Juvenile Justice Behavioral Health	668	4250
9/1/2021	6/30/2023	Oral Health Prop 56	680	4180
9/1/2018	6/30/2023	Intensive Services-Wraparound	701	2972
10/1/2018	6/30/2023	CCHC MMH SVS FY2019	714	3010
9/1/2019	6/30/2023	CCHC CHILD R2R FY20	716	3415

- B. 1.** All notices for agreements listed in Section A above shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Assignee at their respective addresses as follows:

EXHIBIT B – AGREEMENTS WITH SURVIVING TERMS AND CONDITIONS

Assignee:

OLE Health
1141 Pear Tree Lane, #100
Napa, CA 94558
Alicia Hardy, CEO

County:

Yolo County Counsels' Office
625 Court Street, Room 201
Woodland, CA 95695
Phil Pogledich, County Counsel

2. 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:

Assignee:

Alicia.Hardy@CommuniCareOLE.org,
cc: Kevin.Moses@CommuniCareOLE.org

County:

Philip.Pogledich@yolocounty.org;
cc: HHSACONTRACTS@Yolocounty.org

3. Assignee or County may change their respective address or email address to which such communications are to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
4. 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.