

BOS No. Orig. #19-16; Amd1 #20-170; Amd2 #21-141;
Amd3 #22-44; Amd5 #22-86; Amd6 #22-285; Amd7 #23-203; Amd8 #23-270
Infor Contract No. 700
Legacy Infor PO No. 3072
Legacy Infor Ref No. 6565-2019-CC TOXICOLOGY

**NINTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Ninth Amendment to Agreement No. 19-16 (“Ninth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and OLE Health, dba CommuniCare OLE (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about January 29, 2019, the Parties entered into Agreement No. 19-16 (“Agreement”); and

WHEREAS, on or about March 28, 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 23, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about August 17, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about March 8, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about March 15, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about April 6, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about May 10, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about August 9, 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 January 3, 2023, the Parties further amended the Agreement via the Sixth Amendment; and

WHEREAS, on or about July 25, 2023, the Parties further amended the Agreement via the Seventh Amendment; and

WHEREAS, on or about October 10, 2023, the Parties further amended the Agreement via the Eighth Amendment; and

WHEREAS, on or about October 24, 2023, the County and CommuniCare Health Centers entered into a Consent to Assignment, effective October 1, 2023, with OLE Health dba CommuniCare OLE; and

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

1. Revise **Section 1.** to extend the term of the Agreement through January 31, 2024; and

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2. Revise **Section 4.** to add funding in the amount of \$23,602 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$385,646; and
3. Revise **Paragraph C.2.** of **Exhibit C** to update effective dates of rates.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Section 1.** of the Agreement is hereby amended to read as follows:

CONTRACTOR shall perform the following personal services: Urine Specimen Collection/Drug Toxicology Services for Child Welfare Services, as set forth with greater specificity in Exhibit A, from **July 1, 2018 through January 31, 2024**, unless sooner terminated as provided in this Agreement.

2. **Section 4.** of the Agreement is hereby amended to read as follows:

Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit C. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **January 31, 2024**, shall be no greater than **THREE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED FORTY-SIX DOLLARS (\$385,646)**, specified as follows:

Services: Urine Specimen Collection/Drug Toxicology Services for Child Welfare Services (CWS)	Total
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	\$44,041
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$61,000
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$72,000
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$54,000
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	\$72,000
Fiscal Year 2023-24 July 1, 2023 through January 31, 2024	\$82,605
Contract Total	\$385,646

3. **Paragraph C.2.** of **Exhibit C** to the Agreement is hereby amended to read as follows:

C. 2. County shall pay Contractor at the rate specified below for services that have been provided in accordance with the provision of this Agreement.

Cost per Each Urine Specimen Collection	Rate effective dates
\$15.00/collection	July 1, 2018 through May 31, 2020

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\$25.00/collection	June 1, 2020 through June 30, 2021
\$20.00/collection	July 1, 2021 through June 30, 2022
\$25.00/collection	July 1, 2022 through September 30, 2023
\$70.00/collection	October 1, 2023 through January 31, 2024

4. Except as specifically amended by this Ninth 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 Ninth Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Alicia Hardy
4394571AEF9D435
Alicia Hardy, Chief Executive Officer
OLE Health, dba CommuniCare OLE
Date: 12/26/2023

Lucas Frerichs, Chair
Board of Supervisors
Date: _____

DocuSigned by:
Nolan Sullivan
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*
Hope P. Welton, Senior Deputy