

BOS No. Orig. #23-151
Infor Contract No. 5115
Cobblestone ID No. 1792

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

This First Amendment to Agreement No. 23-151 (“First 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 June 27, 2023, the Parties entered into Agreement No. 23-151 (“Agreement”); and

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

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

1. Revise **Section I. of Article 1** to extend the term through July 31, 2024 and add two (2) one (1) month optional extensions; and
2. Revise **Paragraph III.D. of Article I** to add funding in the amount of \$55,866.50 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$726,264.50; and
3. Add **Paragraph III.E. to Article 1** to add optional extension language; and
4. Revise **Paragraph’s III.A. and B. of Article 2** to update Contractor information for notices; and
5. Revise **Paragraph XI.B. of Article 2.** to update specific County authority language; and
6. Revise **Section III. of Exhibit B-2** to add budgets for FY2024-25 and the monthly optional extensions; and
7. Revise **Paragraph 2.d.i. of Exhibit D** to update County Risk Manager.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

I. TERM

The term of this Agreement shall be from **July 1, 2023 through July 31, 2024** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for two (2) additional one (1) month periods 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 their designee (“Director”).

2. Paragraph III.D. of Article I of the Agreement is hereby amended to read as follows:

D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **SEVEN HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS (\$726,264.50)**, as follows:

Fiscal Year 2023-24 July 1, 2023 through	Fiscal Year 2024-25 July 1, 2024 through	Total

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June 30, 2024	July 31, 2024	
\$670,398	\$55,866.50	\$726,264.50

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

3. Paragraph III.E. of Article 1 of the Agreement is hereby added to read as follows:

E. OPTION PERIODS: The County may exercise its option to extend the term of the Agreement pursuant to Section I., above. 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 Period (OP)	Revised Agreement Expiration Date Per OP	Maximum Increased Funding Amount Per OP	Revised Agreement Lifetime Maximum Per OP
OP August 2024	On or before August 31, 2024	Less than or equal to \$55,866.50	Less than or equal to \$782,131.00
OP September 2024	On or before September 30, 2024	Less than or equal to \$55,866.50	Less than or equal to \$837,997.50

In no event shall the term of the Agreement extend beyond **Septemer 30, 2024**, nor shall the total contract maximum exceed the amount of **EIGHT HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND FIFTY CENTS (\$837,997.50)**, 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. Paragraphs III.A. and III.B. of Article 2 of the Agreement are hereby amended to read as follows:

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:
 OLE Health, dba CommuniCare OLE
 1141 Pear Tree Lane, Suite 100
 Napa, CA 94558
 Alicia Hardy, 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 by email provided the following email addresses are used:

Contractor:
Alicia.Hardy@communicareole.org

County:
 Contracts Unit: HHSACONTRACTS@Yolocounty.org
 Contract Administrator: MARY.YUNG@Yolocounty.org

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5. Paragraph XI.B. of Article 2. to the Agreement is hereby amended to read as follows:

B. Specific County Authority

1. **Director's Authority:** The Director may exercise optional extensions and execute related option notices in conformance with the conditions of Section III of this Agreement, if any. The Director may also issue any other general notices regarding the administration of this Agreement.
2. **County Procurement Manager's Authority:** The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section VII. of this Agreement.
3. **Yolo County Board of Supervisors' Authority:** All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors

6. Section III. of Exhibit B-2 to the Agreement is hereby amended to read as follows:

III. Contract Budget for Non Medi-Cal WRAP services

Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$277,954.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$41,693.10
2	Operating	\$24,436.84
3	Direct to Clients	\$7,875.06
4	Total*	\$351,959.00

Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through July 31, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$23,162.83
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$3,474.43
2	Operating	\$2,036.40
3	Direct to Clients	\$656.26
4	Total*	\$29,329.92

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Services		
	Cost Items	Monthly Optional Extensions
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$23,162.83
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$3,474.43
2	Operating	\$2,036.40
3	Direct to Clients	\$656.26
4	Total*	\$29,329.92

*Contractor may only be reimbursed for Medi-Cal billable services under the rates specified in Section I above. By signing this Agreement, Contractor affirms that no costs for Medi-Cal billable services are included in this Contract Budget, including any indirect costs.

7. Paragraph 2.d.i. of Exhibit D to the Agreement is hereby amended to read as follows:

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in Title 45 of the Code of Federal Regulations section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Title 45 of the Code of Federal Regulations to:

i. Herbert Lester, County’s Risk Manager/Safety Officer at herbert.lester@yolocounty.org, and

8. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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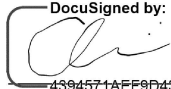
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IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:



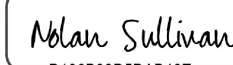
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Alicia Hardy, Chief Executive Officer
OLE Health, dba CommuniCare OLE

Date: 5/2/2024

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

DocuSigned by:



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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