

BOS No. Orig. #23-154
 Infor Contract No. 5098
 Cobblestone ID No. 1777

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

This First Amendment to Agreement No. 23-154 (“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. 23-154 (“Agreement”); 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 to:

1. Revise **Section I. of Article 1** to extend the term through June 30, 2025 and add optional extension language; and
2. Revise **Paragraph III.D. of Article 1** to add funding in the amount of \$1,027,537 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$2,055,074; and
3. Add **Paragraph III.E. of Article 1** to add optional extension language; and
4. Revise **Paragraphs III.A. and B. of Article 2** to update Contractor contact information; and
5. Revise **Paragraph XI.B. of Article 2.** to update specific County authority language; and
6. Revise **Section II. of Exhibit B.2** to add budget for FY2024-25 and optional extension.

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 June 30, 2025** 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 one (1) additional twelve (12) 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 their designee (“Director”).

2. **Paragraph III.D. of Article 1** 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 **TWO MILLION FIFTY-FIVE THOUSAND SEVENTY-FOUR DOLLARS (\$2,055,074)**, as follows:

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$1,027,537	\$1,027,537	\$2,055,074

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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 YEARS: 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 Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$1,027,537	Less than or equal to \$3,082,611

In no event shall the term of the Agreement extend beyond **June 30, 2026**, nor shall the total contract maximum exceed the amount of **THREE MILLION EIGHTY-TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$3,082,611)**, 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 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
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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 & Shannon.Garza@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

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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 II. of Exhibit B.2 to the Agreement is hereby amended to read as follows:

II. Contract Budget for Non Medi-Cal Billable Services

Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536
Services		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536

Services		
	Cost Items	Optional Extension (FY 2025-26) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$529,788
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$79,468
2	Operating	\$18,280
3	Direct to Clients	\$0
4	Total*	\$627,536

BOS No. Orig. #23-154
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*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. 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

COUNTY OF YOLO

DocuSigned by:
Alicia Hardy
4394571AEF9D435...
Alicia Hardy, Chief Executive Officer
OLE Health, dba CommuniCare OLE

Lucas Frerichs, Chair
Board of Supervisors

Date: 5/6/2024

Date: _____

DocuSigned by:
Nolan Sullivan
D196B3305DAB46E...
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