

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

This First Amendment to Agreement No. 23-80 (“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 April 18, 2023, CommuniCare Health Centers and the County entered into Agreement No. 23-80 (“Agreement”); and

WHEREAS, on or about October 24, 2023, the County, CommuniCare Health Centers and CommuniCare OLE entered into a Consent to Assignment and Novation agreement formally assigning CommuniCare Health Centers’ rights and obligations under Agreement 23-80 to CommuniCare OLE, effective October 1, 2023; and

WHEREAS, the County received notification from the State that its Fiscal Year (FY) 2023-24 distribution was increasing after redistribution of funds across all counties; and

WHEREAS, on or about May 7, 2024, the County exercised its option to extend the Agreement through June 30, 2025 and to add related funding; and

WHEREAS, on or about May 14, 2024, the County received notice from the State that funding would no longer be available for these services beginning FY 2024-25; and

WHEREAS, the Agreement provides for termination due to insufficient funds; and

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

1. Revise **Paragraph I.A.** to terminate the Agreement effective June 30, 2024; and
2. Revise **Paragraphs II.B1.** and **II.B2.** to:
 - a. Add funding in the amount of \$95,989 for FY 2023-24; and
 - b. Remove funding in the amount of \$377,913 for FY 2024-25; and
 - c. Remove the reference to future option years;
3. Revise **Exhibit D** to update the line-item budget amounts for FY 2023-24 and to remove the line-item budget for option years.

NOW, THEREFORE, THE PARTIES HEREBY AGREED AS FOLLOWS:

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

I. TERM

A. The term of this Agreement shall be from **May 1, 2023 through June 30, 2024** unless sooner terminated as provided in this Agreement.

2. **Paragraphs B.1** and **B.2.** of **Section II.** to the Agreement are hereby amended to read as follows:

B. 1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **FIVE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND THIRTY-THREE CENTS (\$536,975.33)** specified as follows:

Fiscal Year 2022-23 May 1, 2023 through June 30, 2023	\$63,073.33
Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	\$473,902.00
Total	\$539,975.33

2. Option Years: Intentionally Omitted.

- Exhibit D** to the Agreement is hereby amended to read as attached.
- All attachments to this First Amendment are incorporated herein by this reference.
- 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

Alicia Hardy, Chief Executive Officer
OLE Health dba CommuniCare OLE

Tonia Murphy, Deputy Director/Manager of
Procurement
Department of General Services

Date: _____

Date: _____

Nolan Sullivan, Director
Health and Human Services Agency

Approved as to Form:
Philip J. Pogledich, County Counsel

By Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2022-23 May 1, 2023 through June 30, 2023
1a	Personnel (Salary, Benefits, and Payroll Taxes)	\$53,984.00
1b	Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$8,097.33
2	Operating	\$992.00
3	Direct to Clients	\$0
4	Total	\$63,073.33

CommuniCare Health Centers		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1a	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$406,691.00
1b	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$60,345.00
2	Operating	\$6,866.00
3	Direct to Clients	\$0.00
4	Total	\$473,902.00