

**SECOND AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_-\_\_\_\_)**

This Second Amendment to Agreement No. 23-80 (“Second 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 for the provision of mental health treatment services for California Work opportunity and Responsibility to Kids (“CalWORKs”) Employment services clients (“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 Governor released details on his May revise, proposing to eliminate CalWORKs Mental Health funding for FY 2024-25; and

**WHEREAS**, on or about June 21, 2024 the Parties agreed to terminate the Agreement via the First amendment effective June 30, 2024; and

**WHEREAS**, the final state budget restored the funding with a thirty percent reduction statewide and funding is now available for these services in FY 2024-25; and

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

1. Revise **Paragraph I.A.** to revise the term of the Agreement; and
2. Revise **Section III.** to add funding in the amount of \$258,000 for FY 2024-25 for a new contract maximum of \$794,975.33, to renumber paragraphs and add three (3) option years; and
3. Revise **Section IV.** to rename section and update language; and
4. Revise **Paragraph I.E.2. of Exhibit B** to update County email addresses and contract administrator; and
5. Revise **Paragraph I.F. of Exhibit B** to add rates effective July 1, 2024; and
6. Revise **Paragraph IV.B. of Exhibit C** to update County email address; and
7. Revise **Paragraph IV.C. of Exhibit C** to update County email addresses and contract administrator; and
8. Revise **Paragraphs IV.D.1. and IV.D.2. of Exhibit C** to update County email addresses and contract administrator; and
9. Revise **Paragraph IX.C. of Exhibit C** to update County email addresses; and
10. Revise **Paragraph IX.K. of Exhibit C** to update County email address; and
11. Revise **Paragraphs XVII.A and XVII.B. of Exhibit C** to update contract administrator and contact information for County, and Contractor including email addresses.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Paragraph I.A.** 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, 2025** unless sooner terminated as provided in this Agreement. Upon mutual agreement of the Parties, this Agreement may be extended for three (3) additional twelve (12) 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 her/his designee (“Director”) and acceptance via co-signature by the Contractor. See Paragraph III.B.2 below.

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

**III. COMPENSATION AND PAYMENT TERMS**

A. 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 B. 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.

**B.1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025**, shall be no greater than **SEVEN HUNDRED NINETY- FOUR THOUSAND NINE HUNDRED SEVENTY- FIVE DOLLARS AND THIRTY-THREE CENTS (\$794,975.33)** specified as follows:

<b>Fiscal Year 2022-23</b> May 1, 2023 through June 30, 2023	\$63,073.33
<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	\$473,902.00
<b>Fiscal Year 2024-25</b> July 1, 2024 through June 30, 2025	\$258,000.00
<b>Total</b>	<b>\$794,975.33</b>

**B.2.** Option Years: The Parties may mutually agree to extend the term of the Agreement pursuant to Paragraph I.A. above. The Parties agree to meet annually regarding the extension of this Agreement. Should the Parties mutually agree to exercise an option, County shall issue a written optional extension notice to Contractor. 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. Contractor shall co-sign the notice and return the notice to the County to confirm acceptance of the terms of the notice.

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<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to: \$258,000	Less than or equal to: \$1,052,975.33
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to: \$258,000	Less than or equal to: \$1,310,975.33
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to: \$258,000	Less than or equal to: \$1,568,975.33

In no event shall the term of the Agreement extend beyond **June 30, 2028** nor shall the total contract maximum exceed the amount of **ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND THIRTY-THREE CENTS (\$1,568,975.33)**, 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.

**C.** Administrative/Indirect Costs shall not exceed 15% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

**D.** County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

**3. Section IV.** to the Agreement is hereby amended to read as follows:

**IV. SPECIFIC COUNTY AUTHORITY**

**A.** Director’s Authority: The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Paragraph III.B.2 of the agreement. The Director may also issue any other general notices regarding the administration of this Agreement.

**B.** 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 XI. of Exhibit C.

**C.** Yolo County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors

**4. Paragraph I.E.2.** of **Exhibit B** to the Agreement is hereby amended to read as follows:

**2.** Claims/invoices shall be submitted to [HNSA.AccountsPayable@yolocounty.gov](mailto:HNSA.AccountsPayable@yolocounty.gov) and copied to the Contract Administrator, Jamie Gordon, at [jamie.gordon@yolocounty.gov](mailto:jamie.gordon@yolocounty.gov).

**5. Paragraph I.F.** of **Exhibit B** to the Agreement is hereby amended to read as follows:

**F.** Effective July 1, 2024, County shall pay Contractor at the rate(s) specified below for services that have been provided in accordance with the provision of this Agreement.

<b>Rate</b>	
\$200	Per Hour

**6. Paragraph IV.B. of Exhibit C** to the Agreement is hereby amended to read as follows:

**B. Performance Outcome Measures (POM) Report:** (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

Submit the Performance Outcome Measures electronically via email to [HHSASQualityManagement@yolocounty.gov](mailto:HHSASQualityManagement@yolocounty.gov).

**7. Paragraph IV.C. of Exhibit C** to the Agreement are hereby amended to read as follows:

**C. Contract Invoicing Reports**

Contractor shall submit contract invoicing reports based on the schedule below. Reports shall track invoices issued and payments received for all services provided under this Agreement.

<b>Reporting Period</b>	<b>Report Due Date</b>
July – September	October 31
October – December	January 31
January – March	April 30
April – June	July 31

Contract Invoicing Reports shall be submitted electronically via email to [HHSAS.AccountsPayable@yolocounty.gov](mailto:HHSAS.AccountsPayable@yolocounty.gov) and the Contract Administrator, Jamie Gordon, at [jamie.gordon@yolocounty.gov](mailto:jamie.gordon@yolocounty.gov).

**8. Paragraphs IV.D.1 and IV.D.2 of Exhibit C** to the Agreement are hereby amended to read as follows:

**1. Annual Training Report**

This report summarizes all training provided to Contractor’s staff and all outreach training performed by Contractor’s staff. Due date: July 31, following the completion of a fiscal year via email to the Contract Administrator, Jamie Gordon, at [jamie.gordon@yolocounty.gov](mailto:jamie.gordon@yolocounty.gov).

**2. Equipment Report** (See Section **VII. OWNERSHIP OF EQUIPMENT**, below)

Due date: July 31, following the completion of a fiscal year via email to the Contract Administrator, Jamie Gordon, at [jaimie.gordon@yolocounty.gov](mailto:jaimie.gordon@yolocounty.gov).

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

**C. Information Security Incidents**

Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to

**County:** Herbert Lester, Yolo County Risk Manager/Safety Officer at [herbert.lester@yolocounty.gov](mailto:herbert.lester@yolocounty.gov); and

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Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer at [lee.gerney@yolocounty.gov](mailto:lee.gerney@yolocounty.gov); and

Charles Egbert, HHSa Privacy Officer at [Charles.egbert@yolocounty.gov](mailto:Charles.egbert@yolocounty.gov).

**Contractor:** CommuniCare Health Centers, Inc.  
[shannon.garza@CommunicareOLE.org](mailto:shannon.garza@CommunicareOLE.org) and [kevin.moses@CommunicareOLE.org](mailto:kevin.moses@CommunicareOLE.org)

The Parties may update the names and contact details via written notice to the other party.

Cooperation: Each party shall cooperate in any investigations of information security incidents.

**10. Paragraph IX.K. of Exhibit C to the Agreement is hereby amended to read as follows:**

**K.** In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945, or by email at [nolan.sullivan@yolocounty.gov](mailto:nolan.sullivan@yolocounty.gov) and by fax at (530) 661-2658.

**11. Paragraphs XVII.A. and XVII.B. of Exhibit C to 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:

<b>Contractor:</b>	<b>County:</b>
OLE Health dba CommuniCare OLE	Yolo County Health and Human Services Agency
1141 Pear Tree Lane	137 N. Cottonwood Street
Napa, CA 94558	Woodland, CA 95695
Alicia Hardy, Chief Executive Director	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:

<b>Contractor:</b>	<b>County:</b>
<a href="mailto:Shannon.garza@commnicareOLE.org">Shannon.garza@commnicareOLE.org</a>	Contracts Unit: <a href="mailto:HHSAContracts@YoloCounty.gov">HHSAContracts@YoloCounty.gov</a>
<a href="mailto:Kevin.moses@CommunicareOLE.org">Kevin.moses@CommunicareOLE.org</a>	Contract Administrator: <a href="mailto:jamie.gordon@yolocounty.gov">jamie.gordon@yolocounty.gov</a>

**12.** Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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**IN WITNESS WHEREOF** the Parties have executed this Second 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

\_\_\_\_\_  
Lucas Frerichs, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk

By: \_\_\_\_\_  
Deputy (Seal)

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

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