

BOS No. Orig. #23-80; Amd1 #24-189  
 Infor Legacy PO 4597  
 Infor Legacy Reference No. 6565-202-CCH 01  
 Infor Contract No. 708  
 Cobblestone ID No.1731

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

This Third Amendment to Agreement No. 23-80 (“Third 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 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 under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about May 14, 2024, the Governor released details on his May revise, proposing to eliminate CalWORKs Mental Health funding for fiscal year 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 became available for these services; and

**WHEREAS**, on or about October 11, 2024, the County restored the agreement via the Second Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to revise **Paragraphs III.B.1. and III.B.2.** to add funding in the amount of \$237,549 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$1,032,524.33 and to update the lifetime maximum.

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

**1. Paragraphs III.B.1. and III.B.2.** of 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, 2025**, shall be no greater than **ONE MILLION THIRTY-TWO THOUSAND FIVE HUNDRED TWENTY- FOUR DOLLARS AND THIRTY-THREE CENTS (\$1,032,524.33)** 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	\$495,549.00
<b>Total</b>	<b>\$1,032,524.33</b>

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**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.

<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: \$1,290,524.33
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to: \$258,000	Less than or equal to: \$1,548,524.33
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to: \$258,000	Less than or equal to: \$1,806,524.33

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 EIGHT HUNDRED SIX THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS (\$1,806,524.33)**, 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.

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

**CONTRACTOR**

Signed by:

*Alicia Hardy*

4394571AEF9D435

Alicia Hardy, Chief Executive Officer  
OLE Health dba CommuniCare OLE

Date: 12/2/2024

**COUNTY OF YOLO**

Mary Vixie Sandy, Chair  
Board of Supervisors

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

Signed by:

*Nolan Sullivan*

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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