

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

This Second Amendment to Agreement No. 17-272 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and BIT California, LLC, dba Document Fulfillment Services (DFS), a California Corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, on or about October 24, 2017, the Parties entered into Agreement No.17-272 (“Agreement”); and

WHEREAS, on or about April 24, 2018, the Parties amended the Agreement via the First Amendment; and

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

1. Revise **Paragraph II.A.** to extend the term of the Agreement through June 30, 2023; and
2. Revise **Section III.** to:
 - a. increase funding in the amount of \$10,000 for Fiscal Year (FY) 2021-22; and
 - b. shift funding in the amount of \$19,800 from MC & CF Postage Services to Printing Services in FY2021-22; and
 - c. add funding in the amount of \$259,800 for FY 22-23 for a revised maximum payment obligation of \$1,486,100; and
3. Revise **Section IV.** to update language and add an Email address for claims submissions; and
4. Revise **Paragraph XIV.A.1.** to rename section and rename Comprehensive General Liability to Commercial General Liability; and
5. Revise **Section XVI.** to include notice delivery via email address; and
6. Revise **Section XIX.** to update language and audit requirements; and
7. Add **Sections XXXV., XXXVI., and XXXVII.** to include federally funded language requirements.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

A. The term of this Agreement shall be from **September 1, 2017 through June 30, 2023**, unless sooner terminated as provided in this Agreement.

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 Section IV. 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. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023**, shall be no greater than **ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$1,486,100)** specified as follows:

Term	Printing Services	Postage Service	MC & CF Postage Service	PTIG Flyers	Total
FY 2017-18 July 1, 2017 through June 30, 2018	\$85,000	\$100,000	\$27,000	\$5,100	\$217,100
FY 2018-19 July 1, 2018 through June 30, 2019	\$85,000	\$100,000	\$64,800	\$0	\$249,800
FY 2019-20 July 1, 2019 through June 30, 2020	\$85,000	\$100,000	\$64,800	\$0	\$249,800
FY 2020-21 July 1, 2020 through June 30, 2021	\$85,000	\$100,000	\$64,800	\$0	\$249,800
FY 2021-22 July 1, 2021 through June 30, 2022	\$114,800	\$100,000	\$45,000	\$0	\$259,800
FY 2022-23 July 1, 2022 through June 30, 2023	\$95,000	\$100,000	\$64,800	\$0	\$259,800
Total	\$549,800	\$600,000	\$331,200	\$5,100	\$1,486,100

C. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in the Budget Requirements attached as Exhibit B.

D. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State, the County’s obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County’s receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

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

IV. METHOD OF PAYMENT

A. Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.

B. Claims for payment may be submitted to the county in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

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Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

County shall pay Contractor in conformance with the contract budget attached hereto as Exhibit B.

D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.

E. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

G. 1. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

4. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

H. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

I. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

J. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

K. Final compensation to the Contractor shall not exceed the maximum payable set forth in Section III of this Agreement.

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

XIV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation** – Statutory Limits/**Employers’ Liability** - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)

5. **Section XVI.** of the Agreement is hereby amended to read as follows:

XVI. NOTICE

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: Document Fulfillment Services
910 Riverside Parkway, #40
West Sacramento, CA 95605
Eric Bambury, President

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Interim 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:

Contractor: g.lo@dfsmail.com

County:

Contracts Unit HHSAContracts@YoloCounty.org

Contract Administrator james.mcmahon@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail

6. **Section XIX.** of the Agreement is hereby amended to read as follows:

V. AUDITS

A. Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time.

B. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for five (5) years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section VII. of the Agreement.)

C. Any failure or refusal by Contractor to permit access to records by the County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

D. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

7. **Sections XXXV., XXXVI., and XXXVII.** are hereby added to the Agreement to read as follows:

XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

XXXVI. CLEAN AIR ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.

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

CONTRACTOR

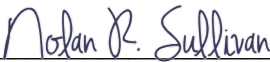
By 
Eric Bambury, President/CEO
Document Fulfillment Services, Inc.

Date: March 10, 2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

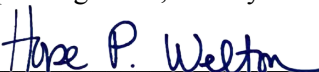
Date: _____


Nolan Sullivan, Interim 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