

BOS No. Orig: #18-223; Amd2: #21-125; Amd3 #22-147; Amd4 #22-292; Amd5 #TBD
Infor PO No. 2919
Infor Ref No. 6565-2019-CC CALWORKS

FIFTH AMENDMENT
(BOS Agreement No. ____ - ____)

This Fifth Amendment to Agreement No. 18-223 (“Fifth 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 CommuniCare Health Centers, Inc., a non-profit 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 9, 2018, the Parties entered into Agreement No. 18-223 (“Agreement”); and

WHEREAS, on or about December 18, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about May 3, 2021, the Yolo County then acting Procurement Manager (or designee) approved a sole source letter; and

WHEREAS, on or about June 8, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 28, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about December 6, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

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

1. Revise **Paragraph I.A.** to extend the term of the Agreement through March 31, 2023; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$37,500 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,390,356; and
3. Revise **Paragraph IX.D. of Exhibit D** to update contact information for information security incidents; and
4. Revise **Section XVI. of Exhibit D** to rename section and update insurance requirements; and
5. Revise **Exhibit E** to update the budget for FY 2022-23; and
6. Revise **Paragraph A.3. of Exhibit H** to update direction for submission of Disclosures of 5% or More Ownership Interest; and
7. Revise **Paragraph B.3. of Exhibit H** to update direction for submission of Disclosures Related to Persons Convicted of Crimes; and
8. Revise **Paragraph C.3. of Exhibit H** to update direction for submission of Disclosures Related to Business Transactions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

- A.** The term of this Agreement shall be from **October 1, 2018 through March 31, 2023** unless sooner terminated as provided in this Agreement.

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

III. COMPENSATION AND PAYMENT TERMS

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **March 31, 2023**, shall be no greater than **ONE MILLION THREE HUNDRED NINETY THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS (\$1,390,356)** specified as follows:

Fiscal Year 2018-19 October 1, 2018 through June 30, 2019	\$211,801
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$289,301
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$309,627
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$309,627
Fiscal Year 2022-23 July 1, 2022 through March 31, 2023	\$270,000
Total	\$1,390,356

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

IX. CONFIDENTIALITY

D. 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:

Charles Egbert, HHS Privacy Officer
 Health and Human Services Agency
 137 North Cottonwood Street
 Woodland CA 95695
 Email: charles.egbert@yolocounty.org

CommuniCare Health Centers, Inc.
 P.O. Box 1260
 Davis, CA 95617
 (530) 753-3498
 Attn: Sara Gavin, Chief Behavioral Health Officer
 Email: Sara@communicarehc.org

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

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4. **Section XVI.** of **Exhibit D** to the Agreement is hereby amended to read as follows:

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
 - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
 - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement 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.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*
 - a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is

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All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

- C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

5. **Exhibit E** to the Agreement is hereby amended to read as attached.

6. **Paragraph A.3.** of **Exhibit H** to the Agreement is hereby amended to read as follows:

3. Information regarding the Disclosures of 5% or More Ownership Interest shall be emailed to: HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org.

7. **Paragraph B.3.** of **Exhibit H** to the Agreement is hereby amended to read as follows:

3. Information regarding the Disclosures Related to Persons Convicted of Crimes shall be emailed to: HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org.

8. **Paragraph C.3.** of **Exhibit H** to the Agreement is hereby amended to read as follows:

3. Information regarding the Disclosures Related to Business Transactions shall be emailed to: HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org.

9. Any and all attachments to this Fifth Amendment are incorporated herein by this reference.

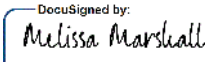
BOS No. Orig: #18-223; Amd2: #21-125; Amd3 #22-147; Amd4 #22-292; Amd5 #TBD
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10. Except as specifically amended by this Fifth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

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

CONTRACTOR

COUNTY OF YOLO

By: 
DocuSigned by:
12AD8AAFC0C546D
Melissa Marshall, MD
Chief Executive Officer
CommuniCare Health Centers, Inc.

By: _____
Oscar Villegas, Chair
Board of Supervisors

Date: 2/17/2023

Date: _____


DocuSigned by:
33B*AB621ED042A... _____ On behalf of
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, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2018-19 October 1, 2018 through June 30, 2019
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$166,648
2	Operating	\$14,269
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$27,134
4	Direct to Clients	\$3,750
5	Total	\$211,801

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$228,163
2	Operating	\$19,055
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$37,083
4	Direct to Clients	\$5,000
5	Total	\$289,301

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$244,269
2	Operating	\$20,624
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$39,734
4	Direct to Clients	\$5,000
5	Total	\$309,627

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EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$246,960
2	Operating	\$20,624
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel (Total of Cost Item 1)	\$37,043
4	Direct to Clients	\$5,000
5	Total	\$309,627

CommuniCare Health Centers, Inc.		
CalWORKs Mental Health		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through March 31, 2023
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$222,999.75
2	Operating	\$15,468
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Total of Cost Items 1 & 2)	\$27,782.25
4	Direct to Clients	\$3,750
5	Total	\$270,000.00