

**THIRD AMENDMENT
(BOS AGREEMENT NO. _____)**

This Third Amendment to Agreement No. 21-135 (“Third 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 Telecare Corp., a 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 June 29, 2021, the Parties entered into Agreement No. 21-135 (“Agreement”); and

WHEREAS, on or about September 20, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about March 15, 2022, the Parties further amended the Agreement via the Second Amendment; and

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

1. Revise **Paragraph I.A.** to update the term of the Agreement to end on January 13, 2023 and remove optional extension language; and
2. Revise **Paragraph III.B.1** to reduce funding in the amount of \$1,298,148 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$4,530,152 and update the payment term of the Agreement; and
3. Delete **Paragraph III.B.2.** from the Agreement; and
4. Revise **Section IV.** to remove optional extensions language; and
5. Revise **Paragraph II.F.1.** of **Exhibit C** to update payment terms effective December 1, 2022; and
6. Revise **Section XVI.** of **Exhibit D** to rename and update the language to the new county insurance requirements; and
7. Revise **Exhibit E** to update the budget for FY 2022-23 and remove reference to any optional extension.

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 **April 1, 2021 through January 13, 2023** unless sooner terminated as provided in this Agreement.

2. **Paragraph III.B.1.** of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **January 13, 2023** shall be no greater than **FOUR MILLION FIVE HUNDRED THIRTY THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$4,530,152)** specified as follows:

Fiscal Year 2020-21 April 1, 2021 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through January 13, 2023	Total
\$279,995	\$2,750,157	\$1,500,000	\$4,530,152

3. **Paragraph III.B.2.** is hereby deleted from the Agreement.

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

IV. AMENDMENT AUTHORITY

- A. Procurement Manager’s Authority: The Yolo County Procurement Manager (“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 Yolo County Procurement Policy.
- B. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

5. **Paragraph II.F.1.** of **Exhibit C** to the Agreement is hereby amended to read as follows:

1. County shall pay Contractor as specified:

- a. Effective April 1, 2021 through May 31, 2021, County shall pay actual expenses for start-up costs as specified in Exhibit E. Claims submitted to the County for start-up costs shall be submitted no later than thirty (30) days after the month in which the expenses were incurred. Claims shall include all supporting documentation, which shall include, but not necessarily limited to; lease agreements, receipts for all operating purchases, general ledger reports, personnel timecards, to prepare for the acceptance of first client transfer referral beginning June 1, 2021.
- b. Effective December 1, 2022 through January 13, 2023 County shall pay actual expenses in conformance with the budget specified in Exhibit E.

6. **Section XVI.** of **Exhibit D** to the Agreement is hereby renamed and 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 Contract, 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, or other licensed professional or other professional contractor, (such as computer and software designers) 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 needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - b. **Primary Coverage** - Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.
 - d. **Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. 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 Contract 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)).

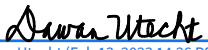
E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

- 7. **Exhibit E** to the Agreement is hereby amended to read as attached.
- 8. All attachments to this Third Amendment are incorporated herein by this reference.
- 9. 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.

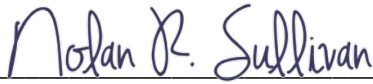
IN WITNESS WHEREOF the Parties have executed this Third Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

By 
Dawan Utecht (Feb 13, 2023 14:26 PST)
Dawan Utecht, SVP-CDO
Telecare Corp.
Date: 02/13/23

By _____
Oscar Villegas, Chair
Board of Supervisors
Date: _____


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

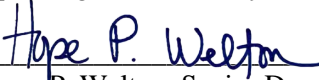
By 
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

Telecare Corp.				
FSP/AOT Services				
		Fiscal Year 2020-21 April 1, 2021 through June 30, 2021		
	Cost Items	Direct Costs	Indirect Costs (15% of Direct)	Total Costs
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$ 45,958	\$ 6,894	\$ 52,852
2	Operating Costs	\$ 25,000	\$ 3,750	\$ 28,750
3	Direct To Client Costs	\$ 6,957	\$ 1,043	\$ 8,000
4	Start Up Costs	\$ 165,559	\$ 24,834	\$ 190,393
5	Total	\$ 243,474	\$ 36,521	\$ 279,995

Telecare Corp.				
FSP/AOT Services				
		Fiscal Year 2021-22 July 1, 2021 through June 30, 2022		
	Cost Items	Direct Costs	Indirect Costs (15% of Direct)	Total Costs
1	Personnel (Salary, Benefits, and Payroll Taxes)	\$ 1,567,944	\$ 235,192	\$ 1,803,136
2	Operating Costs	\$ 471,800	\$ 70,770	\$ 542,570
3	Direct To Client Costs	\$ 150,974	\$ 22,646	\$ 173,620
4	Start Up Costs	\$ 200,723	\$ 30,108	\$ 230,831
5	Total	\$ 2,391,441	\$ 358,716	\$ 2,750,157

Telecare Corp.				
FSP/AOT Services				
		Fiscal Year 2022-23 July 1, 2022 through January 13, 2023		
	Cost Items			
1	a. Personnel	\$900,000		
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$225,000		
2	Operating Costs	\$305,000		
3	Direct to Clients	\$70,000		
4	Total	\$1,500,000		