

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

This Second Amendment to Agreement No. 21-120 (“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 CommuniCare Health Centers, Inc., a corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 8, 2021, the Parties entered into Agreement No. 21-120 (“Agreement”); and

WHEREAS, on or about July 20, 2021, 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 III.B.** to add funding in the amount of \$60,000.64 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$510,000.14; and
2. Revise **Section XVI. of Exhibit D** to rename section and update insurance requirements; and
3. Revise **Paragraph XVIII.A. of Exhibit D** to update contact information; and
4. Revise **Exhibit E** to update budget for FY 2022-23.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **FIVE HUNDRED TEN THOUSAND DOLLARS AND FOURTEEN CENTS (\$510,000.14)** specified as follows:

Fiscal Year 2020-21 January 19, 2021 through June 30, 2021	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Total
\$85,866.71	\$174,924.43	\$249,209.00	\$510,000.14

2. **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.

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 the County of Yolo (if agreed to in a written contract or agreement) before the 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 the Contractor changes to a new carrier prior to receipt of any payments due.
 6. The 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, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the 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 the 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, the 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 the 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 the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the
- E. 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 the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- F. 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, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

3. **Paragraph XVIII.A.** of **Exhibit D** to the Agreement is 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:

Contractor:	County:
CommuniCare Health Centers, Inc	Yolo County Health and Human Services Agency
P.O. Box 1260	137 N. Cottonwood Street
Davis, CA 95617	Woodland, CA 95695
Melissa Marshall, Executive Director	Nolan Sullivan, Director

- 4. **Exhibit E** to the Agreement is hereby amended to read as attached.
- 5. All attachments to this Second Amendment are incorporated herein by this reference.
- 6. 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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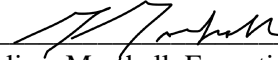
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IN WITNESS WHEREOF the Parties have executed this Second Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

By: 
Melissa Marshall, Executive Director
CommuniCare Health Centers

By: _____
Oscar E. Villegas, Chair
Board of Supervisors

Date: 4/24/2023

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

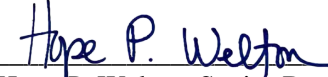
By: 
Hope P. Welton, Senior Deputy

EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers				
Woodland Community College Onsite Physical, Behavioral and Social Services (MHSA)				
Project Period: Fiscal Year 2020-21				
January 19, 2021 through June 30, 2021				
Costs for this Period		Total	County	CCHC
1	a. Personnel	\$105,478.06	\$69,737.22	\$35,740.84
	b. Indirect (15%) Admin.	\$15,821.71	\$10,460.58	\$5,361.13
2	Operating Costs	\$8,574.27	\$5,668.91	\$2,905.36
3	Direct to Clients	\$0	\$0	\$0
4	Total	\$129,874.04	\$85,866.71*	\$44,007.33
Project Funding for this Period				
5	County Contract Amount*		\$85,866.71	
6	CommuniCare 3 rd Party Billing/Match		\$44,007.33	
7	Total		\$129,874.04	

CommuniCare Health Centers				
Woodland Community College Onsite Physical, Behavioral and Social Services (MHSA)				
Project Period: Fiscal Year 2021-22				
July 1, 2021 through June 30, 2022				
Project Costs for this Period		Total	County	CCHC
1	a. Personnel	\$218,339.59	\$145,253.91	\$73,085.68
	b. Indirect (15%) Admin.	\$32,750.94	\$21,788.09	\$10,962.85
2	Operating Costs	\$11,848.55	\$7,882.43	\$3,966.12
3	Direct to Clients	\$0	\$0	\$0
4	Total	\$262,939.08	\$174,924.43*	\$88,014.65
Project Funding				
5	County Contract Amount*		\$174,924.43	
6	CommuniCare 3 rd Party Billing/Match		\$88,014.65	
7	Total		\$262,939.08	

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EXHIBIT E – CONTRACT BUDGET

CommuniCare Health Centers		
Woodland Community College Onsite Physical, Behavioral and Social Services (MHSA)		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$208,000.00
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$31,200.00
2	Operating	\$10,009.00
3	Direct to Clients	
4	Total	\$249,209

* This is the maximum amount that the County will contribute to this project. Contractor agrees to accept the payments under this Agreement 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.