

BOS No. Orig #19-232; Amd1 #21-20
Infor PO No. 3436
Infor Ref No. 4040-2020-YCA 01

SECOND AMENDMENT
(BOS Agreement No. ____ - ____)

This Second Amendment to Agreement No. 19-232 (“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 Yolo County Children’s Alliance, 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 November 5, 2019, the Parties entered into Agreement No. 19-232 (“Agreement”); and

WHEREAS, on or about September 25, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about January 26, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about March 10, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about September 30, 2022, the County exercised its option to again extend the Agreement under the same terms and conditions via Option Letter #3; and

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

1. Revise **Paragraph II.A.** to align the term with Option Letter #3; and
2. Revise **Paragraph IV.B.1.** to increase funding in the amount of \$70,000 for Fiscal Year (FY) 2022-23 with a new contract maximum of \$1,393,860.51; and
3. Revise **Paragraph X.C.** to update contact information for security incidents; and
4. Revise **Paragraph X.I.** to update contact information for subpoenas; and
5. Revise **Section XVII.** to update contact information for notices; and
6. Revise **Exhibit B** to update the Budget for FY 2022-23.

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 **November 1, 2019 through September 30, 2023**, unless sooner terminated as provided in this Agreement.
2. **Paragraph IV.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 **September 30, 2023** shall be no greater than **ONE MILLION THREE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND FIFTY-ONE CENTS (\$1,393,860.51)** specified as follows:

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CA Home Visiting Program (CHVP) CFDA No(s): 93.505 and 93.870	
Fiscal Year 2019-20 November 1, 2019 through September 30, 2020	\$307,083.00*
Fiscal Year 2020-21 October 1, 2020 through September 30, 2021	\$346,777.51*
Fiscal Year 2021-22 October 1, 2021 through September 30, 2022	\$335,000.00*
Fiscal Year 2022-23 October 1, 2022 through September 30, 2023	\$405,000.00*
TOTAL	\$1,393,860.51

*Any unspent funding in a fiscal year will be rolled over to future fiscal years including any option years.

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

C. 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:

Nolan Sullivan, Director
 Health and Human Services Agency
 137 North Cottonwood Street
 Woodland CA 95695
 Email: nolan.sullivan@yolocounty.org

Jeneba Lahai, Executive Director
 Yolo County Children's Alliance
 600 A Street, Suite Y
 Davis, CA 95616
 Email: jeneba.lahai@yolocounty.org

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

4. **Paragraph X.I.** of the Agreement is hereby amended to read as follows:

I. Contractor shall comply with, and shall ensure that, its officers, agents, employees, participants and volunteers comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as set forth in Exhibit D.

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In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945 and by email at nolan.sullivan@yolocounty.org, or by fax at (530) 661-2658, and the HHS Behavioral Health Compliance Office at HHSA.BHCompliance@yolocounty.org.

5. **Section XVII.** of 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: Yolo County Children’s Alliance
600 A Street, Suite Y
Davis, CA 95616
Attn: Jeneba Lahai , Executive Director

County: Yolo County Health and Human Services Agency
137 North Cottonwood Street
Woodland, CA 95695
Attn: Nolan Sullivan, 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 used:

Contractor: Robin.Frank@yolocounty.org

County:

Contract Unit HHSAContracts@yolocounty.org

Contract Administrator Brian.Vaughn@yolocounty.org

C. Any party may change the address or facsimile number 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 facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. **Exhibit B** to the Agreement is hereby amended to read as attached.

7. All attachments to this Second Amendment are incorporated herein by this reference.

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

CONTRACTOR

COUNTY OF YOLO

DocuSigned by:
Jeneba Lahai
By: _____
AA621A95288C4D4...
Jeneba Lahai, Executive Director
Yolo County Children's Alliance

By: _____
Oscar Villegas, Chair
Board of Supervisors

Date: 1/10/2023

Date: _____

DocuSigned by:
Nolan Sullivan
By: _____
D198B33D5DAB48E...
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*

Hope P. Welton, Senior Deputy

EXHIBIT B – CONTRACT BUDGET

Yolo County Children's Alliance		
California Home Visiting Program (CHVP)		
	Cost Items	Fiscal Year 2019-20 November 1, 2019 through September 30, 2020
1	a. Personnel	\$235,977
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$35,397
2	Operating Costs	\$33,509
3	Direct to Clients	\$2,200
4	Total	\$307,083*

Yolo County Children's Alliance		
California Home Visiting Program (CHVP)		
	Cost Items	Fiscal Year 2020-21 October 1, 2020 through September 30, 2021
1	a. Personnel	\$266,480.52
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$39,972.08
2	Operating Costs	\$37,840.53
3	Direct to Clients	\$2,484.38
4	Total	\$346,777.51*

Yolo County Children's Alliance		
California Home Visiting Program (CHVP)		
	Cost Items	Fiscal Year 2021-22 October 1, 2021 through September 30, 2022
1	a. Personnel	\$257,429
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$38,614
2	Operating Costs	\$36,557
3	Direct to Clients	\$2,400
4	Total	\$335,000*

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EXHIBIT B – CONTRACT BUDGET

Yolo County Children's Alliance		
California Home Visiting Program (CHVP)		
	Cost Items	Fiscal Year 2022-23 October 1, 2022 through September 30, 2023
1	a. Personnel	\$303,147
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$45,471
2	Operating Costs	\$36,557
3	Direct to Clients	\$19,825
4	Total	\$405,000*

*Any unspent funding in a fiscal year will be rolled over to future fiscal years including any option years.