

BOS Nos. Orig. #18-137; Amd1 #19-100
Infor PO No. 2794; 3706
Infor Ref No. 6565-2019-LCS SUP VISITATION; 6565-2019-WFR 02

THIRD AMENDMENT
(BOS AGREEMENT NO. _____ - _____)

This Third Amendment to Agreement No. 18-137 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Wayfinder Family Services (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 26, 2018, the County and Lilliput Children’s Services, dba Lilliput Families, entered into Agreement No. 18-137 (“Agreement”); and

WHEREAS, on or about May 21, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 13, 2020, the County, Lilliput Families and Contractor entered into an assignment agreement upon which all of the rights and responsibilities of Lilliput Families under the Agreement were assigned to Contractor; and

WHEREAS, on or about June 8, 2021, County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about April 25, 2022, County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about July 19, 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 II.A.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph III.B.** to add funding in the amount of \$500,000 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$4,667,812; and
3. Revise **Paragraph VIII.C.** to update County contact for security incidents; and
4. Revise **Section XIII.** to rename the section and update County’s insurance requirements; and
5. Revise **Section XV.** to update County email address for notices sent via email; and
6. Revise **Exhibit B** to add budget for FY 2023-24.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

A. The term of this Agreement shall be from **July 1, 2018 through December 31, 2023** unless sooner terminated as hereinafter provided.

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2. 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 **December 31, 2023** shall be no greater than **FOUR MILLION SIX HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$4,667,812)** specified as follows:

Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	\$555,864
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	\$902,987
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	\$902,987
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	\$902,987
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	\$902,987
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	\$500,000
Total	\$4,667,812

3. Paragraph VIII.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:

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

Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and

Noemi Vasquez, Associate VP
 5300 Angeles Vista Blvd
 Los Angeles, CA 90043
 Email: nvasquez@wayfinderfamily.org

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

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

XIII. 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, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers 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** - The 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 in behalf of the 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.]

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- 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 Agreement Documents.
- 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.

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

XV. 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: Wayfinder Family Services 5300 Angeles Vista Blvd. Los Angeles, CA 90043 Noemi Vasquez, Associate VP	County: Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director
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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: nvasquez@wayfinderfamily.org	County: Contracts Unit: HHSAContracts@YoloCounty.org Contract Administrator: meghan.morris@yolocounty.org
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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. **Exhibit B** to the Agreement is hereby amended to read as attached.
- 7. All attachments to this Third Amendment are incorporated herein by this reference.
- 8. Except as specifically amended in 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

DocuSigned by:
Carol Ramirez

Carol Ramirez, VP CPO
Wayfinder Family Services

Date: 5/25/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan

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 – BUDGET

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2018-19 July 1, 2018 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$409,131
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$50,533
2	Operating Costs	\$96,200
3	Direct to Clients	\$0
4	Total	\$555,864

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	c. Personnel (Salary, Benefits, and Payroll Taxes)	\$721,122
	d. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$82,090
2	Operating Costs	\$99,775
3	Direct to Clients	\$0
4	Total	\$902,987

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	e. Personnel (Salary, Benefits, and Payroll Taxes)	\$721,122
	f. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$82,090
2	Operating Costs	\$99,775
3	Direct to Clients	\$0
4	Total	\$902,987

EXHIBIT B – BUDGET

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	g. Personnel (Salary, Benefits, and Payroll Taxes)	\$715,422
	h. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$82,090
2	Operating Costs	\$105,475
3	Direct to Clients	\$0
4	Total	\$902,987

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	i. Personnel (Salary, Benefits, and Payroll Taxes)	\$721,122
	j. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$82,090
2	Operating Costs	\$99,775
3	Direct to Clients	\$0
4	Total	\$902,987

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2023
1	k. Personnel (Salary, Benefits, and Payroll Taxes)	\$390,036.69
	l. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$45,454.55
2	Operating Costs	\$64,508.76
3	Direct to Clients	\$0
4	Total	\$500,000.00