

BOS No. Orig. #22-143
 Infor PO No. 4389
 Infor Ref No. 6565-2023-CHS 01

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

This First Amendment to Agreement No. 22-143 (“First 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 Children’s Home Society of California, a non-profit authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 28, 2022, the Parties entered into Agreement No. 22-143 (“Agreement”); and

WHEREAS, the Parties would now like to amend the Agreement to:

1. Revise **Subaward Information** to increase funding in the amount of \$361,801 for a new contract maximum of \$1,653,394; and
2. Revise **Section 1. of Attachment 1** to increase funding in the amount of \$361,801 for Fiscal Year (FY) 2022-23 for a new contract maximum of \$1,653,394; and
3. Revise **Section 2. of Attachment 1** to update the lifetime maximum; and
4. Revise **Attachment 3A** to update County Contact information; and
5. Revise **Paragraph VI.A of Attachment 5** to update Child Care Navigator services; and
6. Revise **Attachment 6** to shift funding for FY 2022-23; and
7. Revise **Attachment 7** to update County’s Insurance requirements; and
8. Revise **Paragraph III. of Attachment 8** to update county contracts for breaches.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The **Subaward Information** for the Agreement is hereby amended to read as follows:

Subrecipient Legal Name:	Children’s Home Society of California		
Subaward Project Title:	Emergency Child Care Bridge Program for Foster Children		
At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions set forth in this agreement upon written notice to Sub-Recipient by the County.			
Subaward Project Period:	Start:	July 1, 2022	End: June 30, 2025
Amount Funded:	\$1,653,394		
Federal /State Awarding Agency:	CDSS	Federal Award Number:	N/A
CFDA Number:	96.658	CFDA Title:	Foster Care Title IVE

2. **Section 1. of Attachment 1** to the Agreement is hereby amended to read as follows:

1. Compensation and Payment Terms

Subject to the satisfactory performance of the services required of Sub-Recipient pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Sub-Recipient’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Sub-Recipient according to the terms set forth in this Agreement. Sub-Recipient agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this

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Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

Any other provision of this Agreement notwithstanding, the maximum payment obligation to Sub-Recipient through **June 30, 2025** shall be no greater than **ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED NINETY-FOUR DOLLARS (\$1,653,394)** specified as follows:

Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$792,332	\$430,531	\$430,531	\$1,653,394

3. **Section 2.** of **Attachment 1** to the Agreement is hereby amended to read as follows:

2. Option Year

The County may exercise its option to extend the term of the Agreement. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. If the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$430,531	Less than or equal to \$2,083,925
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$430,531	Less than or equal to \$2,514,456

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS (\$2,514,456)** unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

4. **Attachment 3A** to the Agreement is hereby amended to read as attached.

5. **Paragraph VI.A.** of **Attachment 5** to the Agreement is hereby amended to read as follows:

VI. SERVICES

A. Child Care Navigator (CCN)

1. To be co-located at the HHS CYF Branch office can be changed at the County request with mutually agreed upon by CHS.
2. Work with eligible families, social worker/probation officer, and/or, child and family team

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- (CFT) to assess childcare opportunities specific to each child's needs.
3. CCN to be included in every CFT meeting, if family agrees to have them present or as requested by CFT.
 4. CCN to be actively searching and identifying available childcare providers for all types of Foster Youth listed above.
 5. CCN to maintain and update an active list of available childcare providers (center based-care, In-home care, family childcare, relative/non-relative providers) solely for CWS Children. List should be broken up by type of provider and whether or not provider takes exceptional needs or severely disabled.
 6. CCN is required to contact designated childcare provider on each case and discuss the opportunity to remain on our active emergency childcare provider list. CCN to explain to childcare provider that once they become an approved childcare provider, it will result in quicker payment processing for future child care payments (if eligible), should they choose to remain on the CWS child care list.
 7. CCN to build rapport with all childcare providers (center based-care, in-home care, family childcare, relative/non-relative providers), meaning develop relationships with them and provide them continued support.
 8. CCN to play an active role in obtaining childcare for Foster Youth. CCN should familiarize themselves to current list of childcare providers and reach out immediately to them, letting them know the changes CYF are implementing to make obtaining child care quicker.
 9. It is CCN responsibility to develop a quick approval process and to be fluent on what is required to become an emergency childcare provider. CCN is responsible for ensuring approval paperwork is accurate and complete before submitting for approval.
 10. CCN to develop a process that verifies that necessary paperwork is complete, accurate and turned into CHS timely, thus ensuring payments are issued within CHS program payment schedules to childcare providers. CCN is responsible for being the liaison between the CHS Program Accounting and Child Care provider to ensure Child Care Providers are paid within CHS program payment schedules.
 11. CCN to be responsible for building rapport and encouraging emergency childcare providers to remain on our emergency childcare provider list.
 12. CCN is responsible for concurrently developing a plan for long-term childcare, appropriate to the child's age and needs. A plan where possible, that minimizes childcare transitions or disruptions for the child. This includes developing a long-term childcare plan with all parents, foster care parents or legal guardians, even those that do not qualify for subsidized childcare.
 13. CCN is responsible for assisting all parents' complete applications for permanent, long term childcare concurrently with the Emergency Child Care Bridge Program. CCN is responsible to ensure that applications are accurate and complete to ensure they are accepted.
 14. CCN is responsible for assisting parents in finding, applying and securing permanent childcare placement for each individual child before the emergency funding is expired (6-12 months).
 15. CCN is responsible for connecting the families to information and resources about school readiness and childcare to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child.

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16. CCN is responsible for assisting families throughout the process: locating emergency and permanent childcare, ensuring children are on wait lists, completing applications and follow up until permanent child care is available.
17. CCN is responsible for learning and understanding CWS system and understanding the client(s) served and challenges they confront, in order to best serve clients and help meet their needs.
18. CCN is responsible for ensuring all childcare providers and children of parenting youth are connected to the Trauma-informed Care Training and Coaching through the local Resource and Referral.
19. CCN to ensure that childcare providers receive initial Trauma-Informed Care within sixty days of first day of service provided.
20. CCN to provide childcare provider(s) with continuous Trauma-Informed Care training and address any concern of providers that may be linked to trauma.
21. CCN to ensure that providers receive updated Trauma-Informed Care annually
22. CCN to build rapport with Trauma-Informed Care Trainer(s) to ensure that providers are satisfied with training and follow up coaching.
23. CCN to be the liaison between trainer(s) and provider(s) to ensure all needs are met. If provider has a specific childcare need or situation that they need assistance navigating for a particular child's needs, CCN to ensure provider's needs are met.
24. CCN is responsible for building rapport with CWS staff in order to ensure clients' needs are met.

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

7. **Attachment 7** to the Agreement is hereby amended to read as attached.

8. **Paragraph III.** of **Attachment 8** to the Agreement is hereby amended to read as follows:

III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

1. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org and
2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and
3. Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.org.

9. All attachments to this First Amendment are incorporated herein by this reference.

10. Except as specifically amended by this First Amendment, 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 First Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:

75358CF18EA84BB...
Beverly Tidwell, Chief Executive Officer
Children's Home Society of California

6/15/2023
Date: _____

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

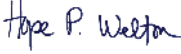
Nolan Sullivan Digitally signed by Nolan Sullivan
Date: 2023.06.16 12:20:24 -07'00'

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
2023.06.15 17:44:54 -07'00'

ATTACHMENT 3A – COUNTY CONTACTS

Legal Name:	County of Yolo		
Legal Address:	625 Court Street., Room 102 Woodland, CA 95695		
Website:	www.yolocounty.org		
County Contacts			
Central Email:	HHSAContracts@yolocounty.org		
Grant Project Manager:	<u>Salaam Shabazz</u>		
Email:	Salaam.Shabazz@yolocounty.org	Telephone Number:	(530)661-2907
Administrative Contact:	<u>Joni Lara-Jiménez</u>		
Email:	Joni-Lara-Jimenez@yolocounty.org	Telephone Number:	(530)666-8290
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:	<u>Lucy Chavez</u>		
Email:	Lucy.Chavez@yolocounty.org	Telephone Number:	(530)661-2797
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	HHSA.accountspayable@yolocounty.org
Authorized Official:	<u>Tonia Murphy</u>		
Email:	Tonia.Murphy@yolocounty.org	Telephone Number:	530-666-8218
Administrative Address:			
Name:	Yolo County Health and Human Services Agency		
Address:	137 North Cottonwood Street Woodland, CA 95695		
Grant Project Manager Address:			
Name:	Joni-Lara Jimenez		
Address:	Health & Human Services Agency County of Yolo Woodland, CA 95695		

ATTACHMENT 6 – BUDGET INFORMATION

 Below or Attached - 1 page

Children's Home Society of California	
Emergency Child Care Bridge Program Services	
Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
Voucher Assistance *	\$628,815
Child Care Navigator	\$102,100
Trauma Informed Care Training	\$61,417
Total Direct Expenses	\$792,332

Children's Home Society of California	
Emergency Child Care Bridge Program Services	
Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
Voucher Assistance *	\$335,054
Child Care Navigator	\$61,921
Trauma Informed Care Training	\$33,556
Total Direct Expenses	\$430,531

Children's Home Society of California	
Emergency Child Care Bridge Program Services	
Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
Voucher Assistance *	\$335,054
Child Care Navigator	\$61,921
Trauma Informed Care Training	\$33,556
Total Direct Expenses	\$430,531

Children's Home Society of California	
Emergency Child Care Bridge Program Services	
Cost Items	Optional Year(s) Fiscal Years 2025-26 and 2026-27 July 1 st through June 30 th
Voucher Assistance *	\$335,054
Child Care Navigator	\$61,921
Trauma Informed Care Training	\$33,556
Total Direct Expenses	\$430,531

*Includes salaries, payroll taxes, benefits, operating expenses, provider supplies, trauma training, and indirect expenses.

ATTACHMENT 7 – INSURANCE REQUIREMENTS

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: The policy shall not contain any exclusions contrary to the Agreement, including but not limited to, endorsements or provisions limiting coverage for contractual liability 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.
 - 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.]
 - b. **Primary Coverage** - The Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the 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 the County.

ATTACHMENT 7 – INSURANCE REQUIREMENTS

- d. Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the 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 the 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 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

ATTACHMENT 7 – INSURANCE REQUIREMENTS

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.