

BOS No. Orig. #21-293; Amd1 #22-179; Amd3 #23-69
Infor Contract No. 1114
Legacy Infor PO No. 4183
Cobblestone ID 1488

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

This Fourth Amendment to Agreement No. 21-293, otherwise known as Infor Contract No. 1114 (“Fourth Amendment”), is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Yolo County Children’s Alliance (“Contractor”), jointly referred to as “the Parties” herein.

WHEREAS, on or about December 30, 2021, the Parties entered into Agreement No. 21-293 (“Agreement”); and

WHEREAS, on or about July 12, 2022, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 18, 2022, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about April 4, 2023, the Parties further amended the Agreement via the Third Amendment; and

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

1. Revise **Paragraph I.A.** to extend the term of the Agreement through June 30, 2025, and update available optional extensions; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to:
 - a. add funding in the amount of \$850,000 for Fiscal Year (FY) 2023-24; and
 - b. add funding in the amount of \$3,550,000 for FY 2024-25 with a new contract maximum of \$10,733,000; and
 - c. increase the optional extension amount to \$3,550,000 and update the lifetime maximum; and
3. Revise **Paragraph IV.A.2** of **Exhibit C** to update email address for submission of performance measures; and
4. Revise **Paragraph XVII.B.** of **Exhibit C** to update email addresses for notices; and
5. Revise **Exhibit D** to update budget tables; and
6. Revise **Paragraph III.** of **Exhibit E** to update County Risk Manager contact.

NOW, THEREFORE, THE PARTIES HEREBY AGREE 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 **January 1, 2022 through June 30, 2025**, unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for one (1) additional twelve (12) month period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

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2. Paragraphs III.B1. and III.B2. of the Agreement are hereby amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025**, shall be no greater than **TEN MILLION SEVEN HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$10,733,000)** specified as follows:

Fiscal Year 2021-22 January 1, 2022 through June 30, 2022	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
\$933,000	\$2,700,000	\$3,550,000	\$3,550,000	\$10,733,000

B2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. 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 \$3,550,000	Less than or equal to \$14,283,000

In no event shall the term of the Agreement extend beyond **June 30, 2026**, nor shall the total contract maximum exceed the amount of **FOURTEEN MILLION TWO HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$14,283,000)**, 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.

3. Paragraph IV.A.2 of Exhibit C to the Agreement is hereby amended to read as follows:

2. Performance Measures (See Exhibit F): Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures. Submit the Performance Outcome Measures electronically via email to: Jaime.Gordon@yolocounty.org

4. Paragraph XVII.B. of Exhibit C to the Agreement is hereby amended to read as follows:

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: Jeneba.Lahai@yolokids.org or Olivia.Arnold@yolokids.org
 County:
 Contract Unit HHSAContracts@yolocounty.org
 Contract Administrator Jaime.Gordon@yolocounty.org and
 Erica.Johnson@yolocounty.org

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5. **Exhibit D** to the Agreement is hereby amended to read as attached.

6. **Paragraph III. of Exhibit E** to the Agreement is hereby amended to read as follows:

III. Report, as soon as reasonably practicable, and in no event less than twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to the County’s Privacy Officer and the County’s Security Officer.

County:

Lee Gerney
Information Security Officer/Chief
Technology Officer
120 West Main Street
Woodland, CA 95695
(530) 406-5030
Lee.Gerney@yolocounty.org

Herbert Lester
Risk Manager/Safety Officer
625 Court Street, Room 101
Woodland, CA 9569
(530) 666-8062
Herbert.Lester@yolocounty.org

Charles Egbert
HHS Privacy Officer
25 North Cottonwood Street
Woodland, CA 95695
(530) 661-2702
Charles.Egbert@yolocounty.org

Contractor:

Jenaba Lahai
Executive Director
Yolo County Children’s Alliance
600 A Street, Suite Y
Davis, CA 95616
(530) 902-6350
Jenaba.Lahai@yolokids.org

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

8. Except as specifically amended by this Fourth 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 Fourth Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:

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Jeneba Lahai, Executive Director
Yolo County Children’s Alliance

Date: 3/28/2024

COUNTY OF YOLO

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

DocuSigned by:

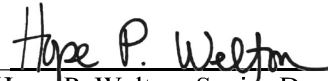
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Nolan Sullivan, Director
Health and Human Services Agency

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 D – CONTRACT BUDGET

Yolo County Children's Alliance		
CalWORKs Stage One Childcare		
	Cost Items	Fiscal Year 2021-22 January 1, 2022 through June 30, 2022
1	Personnel (Salary, Benefits, Insurance and Payroll Taxes)	\$187,500
2	Operating Expenses	\$12,737
3	Child Care Payment	\$648,000
4	<i>Subtotal of Total Costs (Lines 1 through 3)</i>	\$848,237
5	Indirect Overhead/Administration, not to exceed 10% of total contract costs (Line 4)	\$84,763
Grand Total		\$933,000

Yolo County Children's Alliance		
CalWORKs Stage One Childcare		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Personnel (Salary, Benefits, Insurance and Payroll Taxes)	\$375,000
2	Operating Expenses	\$25,474
3	Child Care Payment	\$2,054,182
4	<i>Subtotal of Total Costs (Lines 1 through 3)</i>	\$2,454,656
5	Indirect Overhead/Administration, not to exceed 10% of total contract costs (Line 4)	\$245,344
Grand Total		\$2,700,000

Yolo County Children's Alliance		
CalWORKs Stage One Childcare		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	Personnel (Salary, Benefits, Insurance and Payroll Taxes)	\$467,727
2	Operating Expenses	\$25,474
3	Child Care Payment	\$2,734,182
4	<i>Subtotal of Total Costs (Lines 1 through 3)</i>	\$3,227,383
5	Indirect Overhead/Administration, not to exceed 10% of total contract costs (Line 4)	\$322,617
Grand Total		\$3,550,000

EXHIBIT D – CONTRACT BUDGET

Yolo County Children’s Alliance		
CalWORKs Stage One Childcare		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	Personnel (Salary, Benefits, Insurance and Payroll Taxes)	\$467,727
2	Operating Expenses	\$25,474
3	Child Care Payment	\$2,734,182
4	<i>Subtotal of Total Costs (Lines 1 through 3)</i>	\$3,227,383
5	Indirect Overhead/Administration, not to exceed 10% of total contract costs (Line 4)	\$322,617
Grand Total		\$3,550,000

Yolo County Children’s Alliance		
CalWORKs Stage One Childcare		
	Cost Items	Optional Year July 1 st through June 30 th
1	Personnel (Salary, Benefits, Insurance and Payroll Taxes)	\$467,727
2	Operating Expenses	\$25,474
3	Child Care Payment	\$2,734,182
4	<i>Subtotal of Total Costs (Lines 1 through 3)</i>	\$3,227,383
5	Indirect Overhead/Administration, not to exceed 10% of total contract costs (Line 4)	\$322,617
Grand Total		\$3,550,000