

BOS No. Amd1 #24-92  
Infor Contract No. 5151  
Cobblestone ID No. 1834

**SECOND AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Second Amendment to Agreement No. 5151 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Brighter Horizon Group Homes, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about October 5, 2023, the Parties entered into Agreement No. 5151 (“Agreement”); and

**WHEREAS**, on or about March 12, 2024, 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 **Section I. of Article 1** to extend the term through June 30, 2025 and add two (2) one (1) year optional extensions; and
2. Revise **Paragraph III.D. of Article I** to add funding in the amount of \$100,000 for Fiscal Year (FY) 2024-25 for a new contract maximum of \$400,000; and
3. Add **Paragraph III.E. to Article 1.** to add optional extension language; and
4. Revise **Paragraph XI.B. of Article 2.** to update specific County authority language; and
5. Revise **Paragraph 2.d.i. of Exhibit D.** to update County Risk Manager.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Section I. of Article 1** of the Agreement is hereby amended to read as follows:

**I. TERM**

The term of this Agreement shall be from **July 1, 2023 through July 31, 2025** unless sooner terminated as provided for in Article 2, Section VII. of this Agreement. At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods 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 their designee (“Director”).

2. **Paragraph III.D. of Article I** of the Agreement is hereby amended to read as follows:

**D.** The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**, as follows:

<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	<b>Fiscal Year 2024-25</b> July 1, 2024 through June 30, 2025	<b>Total</b>
\$300,000	\$100,000	\$400,000

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

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**3. Paragraph III.E. of Article 1** of the Agreement is hereby added to read as follows:

**E. OPTION PERIODS:** The County may exercise its option to extend the term of the Agreement pursuant to Section I., above. In the event that 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:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$100,000	Less than or equal to \$500,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$100,000	Less than or equal to \$600,000

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **SIX HUNDRED THOUSAND DOLLARS (\$600,000)**, 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.

**4. Paragraph XI.B. of Article 2.** to the Agreement is hereby amended to read as follows:

**B. Specific County Authority**

1. **Director's Authority:** The Director may exercise optional extensions and execute related option notices in conformance with the conditions of Section III of this Agreement, if any. The Director may also issue any other general notices regarding the administration of this Agreement.
2. **County Procurement Manager's Authority:** The Yolo County Deputy Director/Manager of Procurement ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section VII. of this Agreement.
3. **Yolo County Board of Supervisors' Authority:** All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

**5. Paragraph 2.d.i. of Exhibit D** of the Agreement is hereby amended to read as follows:

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in Title 45 of the Code of Federal Regulations section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Title 45 of the Code of Federal Regulations to:

- i. Herbert Lester, County's Risk Manager/Safety Officer at [herbert.lester@yolocounty.org](mailto:herbert.lester@yolocounty.org), and

**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.

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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**

DocuSigned by:  
*Irina Vayntrub*  
FC0636F2E24248F...  
Irina Vayntrub, Chief Operating Officer  
Brighter Horizon Group Homes, Inc.

Date: 4/18/2024

**COUNTY OF YOLO**

\_\_\_\_\_  
Lucas Frerichs, Chair  
Board of Supervisors

Date: \_\_\_\_\_

DocuSigned by:  
*Nolan Sullivan*  
0196B33D5DAB46E...  
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