

BOS No. Orig. #: 23-292
 Infor Contract No. 5242
 Cobblestone ID No. 1874

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

This First Amendment to Agreement No. 23-292 (“First 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 December 19, 2023 the Parties entered into Agreement No. 23-292 (“Agreement”); and

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

1. Revise **Paragraph III.B1.** to add funding in the amount of \$14,057 to Fiscal Year (FY) 2023-24 for a new contract maximum of \$1,514,057; and
2. Revise **Paragraph III.B2.** to update the lifetime maximum and update language; and
3. Revise **Section IV.** to update county authority language and rename section; and
4. Revise **Section V.** to add **Exhibits H.1.** and **H.2.**; and
5. Revise **Paragraph I.B.2.** of **Exhibit B** to update County email addresses; and
6. Revise **Paragraph III.E.** of **Exhibit C** to update language; and
7. Revise **Section IV.** of **Exhibit C** to remove **Paragraph C.**; and
8. Revise **Paragraph V.E.** of **Exhibit C** to update and clarify language and requirements; and
9. Revise **Section IX.** of **Exhibit C** to rename section and update language; and
10. Revise **Paragraph XVIII.B.** of **Exhibit C** to update County email addresses; and
11. Revise **Exhibit D** to update the contract budget for FY 2023-24; and
12. Revise **Paragraph 2.d.** of **Exhibit E** to update County Risk Manager/Safety Officer and County email addresses; and
13. Revise **Exhibit F** to update County email addresses; and
14. Add **Exhibit H.1.** to the Agreement; and
15. Add **Exhibit H.2.** to the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph III.B1. of the Agreement is 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 **ONE MILLION FIVE HUNDRED FOURTEEN THOUSAND FIFTY-SEVEN DOLLARS (\$1,514,057)** specified as follows:

Fiscal Year 2023-24 January 1, 2024 through June 30, 2024	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Total
\$514,057	\$1,000,000	\$1,514,057

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2. Paragraph III.B2. of the Agreement is hereby amended to read as follows:

B2. Optional Extensions: County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that County elects to exercise an option, County shall notify 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 \$1,000,000	Less than or equal to \$2,514,057
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,000,000	Less than or equal to \$3,514,057

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **THREE MILLION FIVE HUNDRED FOURTEEN THOUSAND FIFTY-SEVEN DOLLARS (\$3,514,057)**, 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. Section IV. of the Agreement is hereby amended to read as follows:

IV. COUNTY AUTHORITY

A. Director’s Authority: The Director, or designee, may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III of this Agreement. The Director, or designee, may also issue any other general notices regarding the administration of this Agreement.

B. County Procurement Manager’s Authority: The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”), or designee, 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, or designee, may also issue termination notices in conformance with Section I. of this Agreement and Exhibit C, Section XI.

C. Yolo County Board of Supervisors’ Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

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

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – Scope of Services

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- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance & Business associates Agreement Addendum
- Exhibit F – Performance Measures
- Exhibit G – Vendor Assurance of Compliance-Nondiscrimination in State and Federally Assisted Programs
- Exhibit H.1 – Contractor Confidentiality Certification
- Exhibit H.2 – Officers, Agents, Employees, Participants and Volunteers Certification of Confidentiality Form.

5. Paragraph I.B.2. of Exhibit B to the Agreement is hereby amended to read as follows:

2. Claims/invoices shall be submitted to HHSA.AccountsPayable@yolocounty.gov and Meghan.Morris@yolocounty.gov.

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

E. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to any secure electronic data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. Section IV. of Exhibit C to the Agreement is hereby amended to read as follows:

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

B. Performance Outcome Measures (POM) Report: (See Exhibit F of this Agreement)

Contractor shall maintain data and reports of performance outcome measures. Contractor shall make these data and reports available to the County, as specified in Exhibit F, Performance Measures.

8. Paragraph V.E. of Exhibit C to the Agreement is hereby amended to read as follows:

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) conducted

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in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

If the Agreement expires on June 30, Contractor shall provide this Audit Report no later than July 31 the year following the next fiscal year (for example for cost report period ending June 30, 2021, the certified audit report would be due before July 31, 2022.) In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination no later than no later than forty-five (45) days after the date of expiration or termination, unless otherwise specified by the Director. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

9. **Section IX.** of **Exhibit C** to the Agreement is hereby amended to read as follows:

IX. CONFIDENTIALITY, PRIVACY AND SECURITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

1. all applicable laws and regulations regarding the confidentiality of client information, including but not limited to California Welfare and Institutions Code sections 827, 5328, 10850, 17006, 18986.40 and 18986.46, Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, California Rules of Court Rule 1423 and 1341, California Penal Code section 11167, and Code of Federal Regulations, Title 45, section 205.50;
2. any additional laws and regulations pertaining to confidentiality of client information that the County, or authorized state and/or federal government shall so specify;
3. the privacy and security requirements of Exhibit E attached hereto.
4. the confidentiality requirements of Exhibit H and Exhibit I attached hereto; and

B. The Parties agree that the exchange of information will only be for the purpose of performing services under this Agreement, including promoting the best interests of HHSA’s clients and program administration.

C. County and Contractor will maintain their own confidentiality policies and guidelines to review and follow. The location of those guidelines shall be known to all employees in all work locations. The Contractor and County agree to inform all of the employees, agents and subcontractors of the confidentiality provisions herein, including that intentionally violating the provisions of applicable laws may be punishable as a misdemeanor.

D. 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, or by email at Nolan.Sullivan@yolocounty.gov.

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10. Revise Paragraph XVIII.B. of Exhibit C to the Agreement is hereby amended 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:

County:

nvasquez@wayfinderfamily.org

Contracts Unit: HHSAContracts@yolocounty.gov

Contract Administration: meghan.morris@yolocounty.gov

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

12. Paragraph 2.d. of Exhibit E to 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 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

- (i) Herbert Lester, Yolo County Risk Manager/Safety Officer at herbert.lester@yolocounty.gov; and
- (ii) Lee Gerney, Yolo County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.gov; and
- (iii) Charles Egbert, HHSA Privacy Officer at charles.egbert@yolocounty.gov.

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security Incident; and
- (ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

13. Exhibit F to the Agreement is hereby amended to read as attached.

14. Exhibit H.1 is hereby added to the Agreement to read as attached.

15. Exhibit H.2 is hereby added to the Agreement to read as attached.

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

17. 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

COUNTY OF YOLO

Signed by:

C0D7E0821822489...

Carol Ramirez, VP CPO
Wayfinder Family Services

Lucas Frerichs, Chair
Board of Supervisors

Date: 10/28/2024

Date: _____

Signed by:

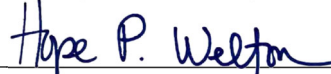
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Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 

Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2023-24 January 1, 2024 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$372,396.69
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$46,696.55
2	Operating	\$94,963.76
3	Direct to Clients	\$0
4	Total	\$514,057.00

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$744,793.38
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$90,909.10
2	Operating	\$164,297.52
3	Direct to Clients	\$0
4	Total	\$1,000,000

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Optional Year(s) July 1 st through June 30 th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$744,793.38
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$90,909.10
2	Operating	\$164,297.52
3	Direct to Clients	\$0
4	Total	\$1,000,000

EXHIBIT F – PERFORMANCE MEASURES

Supervised Visitation and Coaching Services	Wayfinder Family Services	Carol Ramirez
Program Purpose	The purpose is to provide Supervised Visitation and Coaching Services to families involved with Child Welfare Services. Supervised visitation and coaching is coordination and provision of scheduled contact between the child(ren) in a family and the child(ren)'s biological, adoptive or other relative. The program will: <ul style="list-style-type: none"> • Increase individual’s knowledge of positive/safe parenting skills • Increase individual’s ability/confidence to provide safe and nurturing environment; And improve the parent/child attachment. 	
Program Information	Supervised Visitation and Coaching Services program provides and maintains a safe, trauma-informed, culturally appropriate, confidential setting. The contract between a child/youth and an adult (usually a parent) is facilitated and monitored by personnel able to protect the safety of the child(ren) and provides a confidential setting that allows the individual to feel secure to develop positive and safe parenting skills. SVCS program also provides support to enhance parent/child relationships and parent skill development.	
PM1: How much did we do?		
1.1	# of individuals served	
1.2	# of individuals served in Woodland	
1.3	# of individuals served in West Sacramento	
1.4	# of individuals served in Sacramento	
1.5	# of individuals served in Stockton	
1.6	# of supervised and coaching sessions that occurred in the home	
1.7	# of service hours provided	
PM2: How well did we do it?		
2.1	# & % of individuals able to schedule their initial visitation within five (5) days	
2.2	# & % of individuals able to visit at service location offered	
2.3	# & % of individuals able to visit at time and day offered	
2.4	# & % of individuals that had conflict with scheduled times for visitation	
2.5	# & % of individuals that had a conflict with service location	
2.6	# & % of individuals that can self-identify positive coaching techniques they received during visitation	
PM3: Is anyone better off?		
3.1	# & % of individuals that increased their knowledge of positive and safe parenting skills	
3.2	# & % of individuals that displayed a change in ability/confidence to provide a safe and nurturing environment for their child(ren)	
3.3	# & % of individuals that self-reported the ability to re-establish parent-child attachment with their child(ren)	

A. Performance Measures Reports are due Quarterly as follows:

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EXHIBIT F – PERFORMANCE MEASURES

For the period of July 1st through September 30th submit on or before October 31st

For the period of October 1st through December 31st submit on or before January 31st

For the period of January 1st through March 30th submit on or before April 30th

For the period of April 1st through June 30th submit on or before July 31st

- B.** Contractor shall submit the Performance Outcome Measures report electronically via email to meghan.morris@yolocounty.gov and joni.lara-jimenez@yolocounty.gov.

EXHIBIT H.1 – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.
- D.** The provisions of this **Exhibit H.1.** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT H.2 – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM

I hereby acknowledge, by my signature below, that:

I understand the County of Yolo via its Health and Human Services Agency (“HHS”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

I understand if in the course of the provision of services under the Agreement between Wayfinder Family Services and the County of Yolo for the provision of supervised visitation services (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

I understand my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

I understand confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

I understand I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

I understand County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

I understand it would be illegal for me to access computerized client or employee information without authorization of the County.

I understand unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Wayfinder Family Services and the County, and may be punishable as a misdemeanor crime.

I understand this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Wayfinder Family Services .

Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer

(Print) _____ Title _____

Signature _____ Date: _____

[End]