

FIRST AMENDMENT
(BOS AGREEMENT NO. ____ - ____)

This First Amendment to Agreement No. 24-193 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and the City of West Sacramento (“Contractor”), jointly referred to as the “Parties” herein.

WHEREAS, on or about June 25, 2024, the Parties entered into Agreement No. 24-193 (“Agreement”); and

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

1. Revise **Section III.B.** to reduce funding for Fiscal Year (FY) 2024-25 in the amount of \$221,243.85, increase FY 2025-26 in the amount of \$93,051.70, and increase FY 2026-27 in the amount of \$78,192.15 for a new contract maximum of \$2,647,200; and
2. Revise **Paragraph I.B.2.** of **Exhibit B** to update County email addresses; and
3. Revise **Paragraph V.E.** of **Exhibit C** to update language regarding audits; and
4. Revise **Paragraph VIII.D.** of **Exhibit C** to update County contact for requests for confidential information; and
5. Revise **Paragraphs XVII.A.** and **XVII.B.** of **Exhibit C** to update County contact information for notices; and
6. Revise **Exhibit D** to update the budgets for each FY of the Agreement; and
7. Revise **Paragraph 2.d.** of **Exhibit E** to update County Risk Manager and County email addresses for security breaches.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Section 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 **June 30, 2027**, shall be no greater than **TWO MILLION SIX HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$2,647,200)**, specified as follows:

Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Total
July 1, 2024 through June 30, 2025	July 1, 2025 through June 30, 2026	July 1, 2026 through June 30, 2027	
\$450,756.15*	\$1,182,051.70*	\$1,014,392.15	\$2,647,200

*Any unspent funding in a fiscal year may be rolled over into future fiscal years.

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

2. Claims/invoices shall be submitted to HHSAContractsPayables@yolocounty.gov and Kerrie.Covert@yolocounty.gov.

//

//

3. 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 one million dollars (\$1,000,000) 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 in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2024 Revision) and provided in a form satisfactory to the Director

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

D. In the event that Contractor receives a request of subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor shall notify Director immediately by email at HHSAContracts@yolocounty.gov.

5. Paragraphs XVII.A. and XVII.B. of Exhibit C to the Agreement are hereby amended to read as follows:

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:

City of West Sacramento
1110 West Capitol Ave, 3rd Floor
West Sacramento, CA 95691
Raul Huerta, Housing Director

County:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: HHSA Director

B. In lieu of written notice to the above addresses, any Party may provide notices by email provided the following email addresses are used:

Contractor:

raulh@cityofwestsacramento.org

County:

Contracts Unit:

HHSAContracts@yolocounty.gov

Contract Administrator:

Kerrie.Covert@yolocounty.gov

6. Exhibit D to the Agreement is hereby added to read as attached.

7. 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 section 164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) County's Risk Manager/Safety Officer at Risk.Mgmt@yolocounty.gov;

(ii) County's Information Security Officer/Chief Technology Officer at lee.gerney@yolocounty.gov;

- (iii) County’s HHSA Privacy Officer at charles.egbert@yolocounty.gov; and
- (iv) County’s HHSA Behavioral Health Compliance Officer at HHSA.BHCompliance@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.

- 8. All attachments to this First Amendment are incorporated herein by this reference.
- 9. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

CONTRACTOR

COUNTY OF YOLO

Aaron Laurel, City Manager
City of West Sacramento

Sheila A. Allen, Chair
Board of Supervisors

Date: _____

Date: _____

Approved as to Form:

By: _____
Jeffrey A. Mitchel, City Attorney

Mónica Morales, 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
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

I. Fiscal Year 2024-25

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2024-25 July 1, 2024 through June 30, 2025
1	Operating: Shelter & Interim Housing	\$0.00
2.	Operating: Housing Navigation Services: Case Management Consultant (DST)	\$0.00
3	Operating Housing Navigation Services: Other	\$192,807.85
4	Facility Improvements	\$257,948.30
5	Total	\$450,756.15

II. Fiscal Year 2025-26

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026
1	Operating: Shelter & Interim Housing	\$785,000.00
2.	Operating: Housing Navigation Services: Case Management Consultant (DST)	\$175,000.00
3	Operating Housing Navigation Services: Other	\$100,000.00
4	Facility Improvements	\$122,051.70
5	Total	\$1,182,051.70

III. Fiscal Year 2026-27

City of West Sacramento		
Homeless Services via Behavioral Health Bridge Housing (BHBH) Program		
	Cost Items	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027
1	Operating: Shelter & Interim Housing	\$785,000.00
2.	Operating: Housing Navigation Services: Case Management Consultant (DST)	\$175,000.00
3	Operating Housing Navigation Services: Other	\$54,392.15
4	Facility Improvements	\$0.00
5	Total	\$1,014,392.15