

BOS No. 22-257  
 Infor Contract No. 114

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

This Second Amendment to Agreement No. 22-257 (“Second Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Northwoods Consulting Partners, Inc. (“Contractor”), jointly referred to as “the Parties” herein.

**WHEREAS**, on or about November 8, 2022, the Parties entered into Agreement No. 22-257 (“Agreement”); and

**WHEREAS**, on or about January 22, 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 **Paragraph III.B.** to reduce funding in the amount of \$267,800 by reducing Fiscal Year (FY) 2026-27 funding by \$133,900 and reducing FY 2027-28 funding by \$133,900 for a new contract maximum of \$1,204,200; and
2. Revise **Paragraphs XIII.A and XIII.B of Exhibit C** to update contact information for notices; and
3. Revise **Exhibit D** to update budgets for FY 2026-27 and 2027-28; and
4. Revise **Paragraph 2.d of Exhibit E** to update email addresses for security incidents.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Paragraph 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, 2028**, shall be no greater than **ONE MILLION TWO HUNDRED FOUR THOUSAND TWO HUNDRED DOLLARS (\$1,204,200)** specified as follows:

<b>FY 2022-23</b>	
Effective Date through June 30, 2023	
<b>Professional Services</b>	
In Home Supportive Services (IHSS)	\$133,630.00
Public Guardian (PG)	\$8,050.00
Child Welfare Services (CWS)	\$19,320.00
Subtotal Professional Fees	<b>\$161,000.00</b>
<b>Initial Subscription Term - License Fees (up to 150 users)</b>	
In Home Supportive Services (IHSS)	\$47,000.00
Public Guardian (PG)	\$15,000.00
Child Welfare Services (CWS)	\$145,000.00
Subtotal Initial Subscription	<b>\$207,000.00</b>
<b>Total for FY2022-23</b>	<b>\$368,000.00</b>
<b>Total for FY2022-23 Split Across Programs</b>	
In Home Supportive Services (IHSS)	\$180,630.00
Public Guardian (PG)	\$23,050.00

BOS No. 22-257  
 Infor Contract No. 114

Child Welfare Services (CWS)	\$164,320.00	
<b>FY 2023-24</b>		
July 1, 2023 through June 30, 2024		
<b>Professional Services</b>		
In Home Supportive Services (IHSS)		\$56,920.00
Public Guardian (PG)		\$4,400.00
Child Welfare Services (CWS)		\$7,680.00
Subtotal Professional Fees		<b>\$69,000.00</b>
<b>Annual Subscription - License Fees (up to 150 users)</b>		
In Home Supportive Services (IHSS)		\$47,000.00
Public Guardian (PG)		\$15,000.00
Child Welfare Services (CWS)		\$145,000.00
Subtotal Annual Subscription		<b>\$207,000.00</b>
<b>Total for FY2023-24</b>		<b>\$276,000.00</b>
<b>Total for FY2023-24 Split Across Programs</b>		
In Home Supportive Services (IHSS)-	\$103,920.00	
Public Guardian (PG)-	\$19,400.00	
Child Welfare Services (CWS)-	\$152,680.00	
<b>FY 2024-25</b>		
July 1, 2024 through June 30, 2025		
<b>Annual Subscription - License Fees (up to 150 users)</b>		
In Home Supportive Services (IHSS)		\$47,000
Public Guardian (PG)		\$15,000
Child Welfare Services (CWS)		\$145,000
<b>Total for FY2024-25</b>		<b>\$207,000</b>
<b>FY 2025-26</b>		
July 1, 2025-June 30, 2026		
<b>Annual Subscription - License Fees (up to 150 users)</b>		
In Home Supportive Services (IHSS)		\$47,000
Public Guardian (PG)		\$15,000
Child Welfare Services (CWS)		\$145,000
<b>Total for FY2025-26</b>		<b>\$207,000</b>
<b>FY 2026-27</b>		
July 1, 2026-June 30, 2027		
<b>Annual Subscription - License Fees (up to 150 users)</b>		
In Home Supportive Services (IHSS)		\$47,000
Public Guardian (PG)		\$15,000
Child Welfare Services (CWS) Contribution Only (no services)		\$11,100
<b>Total for FY2026-27</b>		<b>\$73,100</b>
<b>Annual Subscription - License Fees (up to 150 users)</b>		

BOS No. 22-257  
 Infor Contract No. 114

In Home Supportive Services (IHSS)	\$47,000
Public Guardian (PG)	\$15,000
Child Welfare Services (CWS) Contribution Only (no services)	\$11,100
<b>Total for FY2027-28</b>	<b>\$73,100</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,204,200</b>

**2. Paragraphs XIII.A and XIII.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: Northwoods Consulting Partners, Inc.  
 5200 Rings Road  
 Dublin, OH 43017  
 Catherine Martin, Contracts Manager

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

**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: [Catherine.Martin@teamnorthwoods.com](mailto:Catherine.Martin@teamnorthwoods.com)

County:

Contract Unit [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)

Contract Administrator [Rossana.Vigil@yolocounty.gov](mailto:Rossana.Vigil@yolocounty.gov)

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

**4. 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) Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov); and

(ii) County’s Information Security Officer-Chief Technology Officer at [lee.gerney@yolocounty.gov](mailto:lee.gerney@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

**5. All attachments to this Second Amendment are incorporated herein by this reference.**

BOS No. 22-257  
Infor Contract No. 114

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.

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

**CONTRACTOR**

**COUNTY OF YOLO**

Signed by:  
  
16846C64EA014A7...  
\_\_\_\_\_  
Jill Nemoir, President & CEO  
Northwoods Consulting Partners, Inc.  
  
Date: 4/16/2026  
\_\_\_\_\_

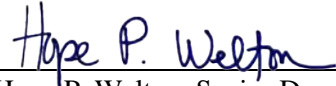
\_\_\_\_\_  
Sheila Allen, Chair  
Board of Supervisors  
  
Date: \_\_\_\_\_

Signed by:  
  
41711BEA0F074CE...  
\_\_\_\_\_  
Mónica Morales, 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 – DELIVERABLES/PAYMENT SCHEDULE**

<b>PROFESSIONAL SERVICES DELIVERABLES</b>	
<b>Year 1 – FY2022-23</b>	
30% due upon completion of Startup Phase of the Project	\$69,000
20% due upon completion of Design Phase of the Project	\$46,000
20% due upon completion of Test Phase of the Project	\$46,000
<b>Year 1 Deliverables Subtotal</b>	<b>\$161,000</b>
<b>Year 2 – FY2023-24</b>	
10% due upon completion of Deploy Phase of the Project (for IHSS & PG)	\$23,000
10% due upon completion of Deploy Phase of the Project (for CWS)	\$23,000
5% due upon completion of Closeout Phase of the Project (for IHSS & PG)	\$11,500
5% due upon completion of Closeout Phase of the Project (for CWS)	\$11,500
<b>Year 2 Deliverables Subtotal</b>	<b>\$69,000</b>
<b>Professional Services Deliverables Total</b>	<b>\$230,000</b>
See Attachment 1 to the Agreement	
<b>INITIAL/ANNUAL SUBSCRIPTION TERM (UP TO 150 MONTHLY USERS) (YEARS 1-6)</b>	
Year 1 – Due upon execution of Agreement (FY 2022-23)	\$207,000
Year 2 – Due upon anniversary of Subscription Date (FY 2023-24)	\$207,000
Year 3 – Due upon anniversary of Subscription Date (FY 2024-25)	\$207,000
Year 4 – Due upon anniversary of Subscription Date (FY 2025-26)	\$207,000
Year 5 – Due upon anniversary of Subscription Date (FY 2026-27)	\$73,100
Year 6 – Due upon anniversary of Subscription Date (FY 2027-28)	\$73,100
<b>Initial/Annual Subscription Subtotal</b>	<b>\$974,200</b>
<b>TOTAL CONTRACT BUDGET</b>	<b>\$1,204,200</b>