

**NAPA COUNTY AGREEMENT NO. 190321B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 190321B is effective as of this ____ of _____ 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **COMMUNITY RESOURCES FOR CHILDREN, INC.**, whose mailing address is 3299 Claremont Way, Suite 1, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or around May 21, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190321B (hereinafter referred to as "Agreement") for CONTRACTOR to carry out the Emergency Child Care Bridge Program for Children in Foster Care; and

WHEREAS, as of November 12, 2019, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR and to replace Exhibit B with Exhibit B-1 to reflect the new maximum amount; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to amend the Agreement to increase the contract maximum payable to CONTRACTOR to include additional funding from the California Department of Social Services and replace Exhibit A with Exhibit A-1 (Scope of Work) to add Nonoperational and Hold Harmless support, tracking and data collection, along with support for additional childcare slots and monthly reporting in the Child Development Management Information Systems (CDMIS); and replace Exhibit B-1 (Budget) with Exhibit B-2 (Budget) to amend the Agreement's budget.

TERMS


NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. Effective as of the date of this Amendment No. 2 through June 30, 2022 and each automatic renewal thereof, the maximum amount of the Agreement shall be **Two-Hundred Fifty-Nine Thousand One Hundred Thirty-Four Dollars (\$259,134.00)**, reflecting an increase of **One-Hundred Twenty-Six Thousand Five Hundred Twelve Dollars (\$126,512.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A is hereby replaced in its entirety with "Exhibit A-1" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" from the effective date of this Amendment No. 2.

3. Exhibit B-1 is hereby replaced in its entirety with "Exhibit B-2" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "B" and/or "B-1" shall refer to "Exhibit B-2" from the effective date of this Amendment No. 2.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 190321B as of the date first written above.

COMMUNITY RESOURCES FOR CHILDREN
INC.

By 
ERIKA LUBENSKY
Executive Director

By 
SABINA CORREA
Chair of the Community Resources for Children
Board

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 4/19/2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SCOPE OF WORK

Exhibit A-1

**From the effective date of this Agreement through June 30, 2022
and each automatic renewal thereof**

I. Child Care Activities

With funding provided through the Bridge Program, resource families, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members (NREFM), and parents under the jurisdiction of juvenile court, including, but not limited to, nonminor dependent parents who have their child placed with them (hereinafter referred to as “eligible families”) are eligible to receive a time-limited monthly payment or voucher for child care and access to child care navigator services. Child care providers serving children in the Bridge Program shall receive access to trauma-informed care training and coaching:

A. The Bridge Program consists of the following components:

1. **Emergency child care voucher or payment:** Eligible families may receive a time-limited child care voucher or payment to help pay for child care costs for foster children birth through age 12, children with exceptional needs, and severely disabled children up to age 21. Counties are authorized to disburse child care payments either directly to the family or to the child care provider. All vouchers and payments, whether paid directly to the family or child care provider, must be paid in accordance with the Regional Market Rate (RMR) ceilings for subsidized child care payment rates. The California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5, Sections 18074 to 18076.3 provide guidance regarding the use of the RMR ceilings. The ceilings for subsidized child care payment rates are available at: <http://www3.cde.ca.gov/rcscc/>.
 - i. Children from “eligible families” who qualify for participation are:
 1. Children referred by Child Welfare Services birth through age 12.
 2. Children referred by Child Welfare Services with exceptional needs and severely disabled children up to age 21.
 - ii. Non-certified Child Care providers referred to Children Resource Center (CRC) for vouchers must complete background screening through Trustline, a program of California Department of Social Services, per CRC requirements. The fee for this service is the responsibility of the county up to the contracted maximum.
2. **Nonoperational and “Hold Harmless” one time funding support:** Providers serving children in the Bridge Program are eligible for Sixteen (16) COVID-19 Related Paid Nonoperational Days. These 16 reimbursable nonoperational days are available to all provider types including license-exempt providers. These days do not

need to be used consecutively. Effective July 1, 2021, through June 30, 2022, Bridge Program providers shall be reimbursed for up to 16 paid nonoperational days when the provider is closed for COVID-19 pandemic related reasons, including closures necessary to allow providers to obtain the COVID-19 vaccine or recover from COVID-19 vaccine side effects. Providers must mark on their attendance records or invoices any closure days they wish to claim when they were closed for reasons related to the COVID-19 pandemic. Contractor shall instruct providers to keep track of any COVID-19-related closures. Reimbursement shall be based on the family's maximum authorized hours of care, regardless of attendance. For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours of care. License-exempt providers that provide part-time care shall be reimbursed based on the maximum authorized hours of care.

3. **Support for Additional Child Care Slots:** Funding for Additional Emergency Child Care Bridge Program slots for Foster Children.
4. **Child care navigator:** A local R&R Program will provide a child care navigator to eligible families. The navigator will assist with finding a child care provider, securing ACL 18-73 a subsidized child care placement if eligible, completing child care program applications, and developing a plan for long-term child care appropriate to the child's age and needs. Eligibility for navigator services shall not be contingent on a child's receipt of a child care payment or voucher.
5. **Trauma-informed care training and coaching:** Child care programs participating in the Bridge Program will receive access to trauma-informed care training. Child care providers will also receive access to coaching to assist them in applying training curriculum and learn strategies for working with children in foster care.

B. Provide trauma-informed care training and coaching to child care providers working with children, and children of parenting youth, in the foster care system. The California Child Care Resource and Referral Network (Network) develops and coordinates the training content to be used by all participating local R&R Programs. Training will include, but is not limited to, infant and toddler development and research-based, trauma-informed best care practices for children in the child welfare system. Child care providers shall receive coaching to assist them in applying the training curriculum and learn strategies for working with children in foster care.

II. Performance Monitoring

- A. CONTRACTOR shall:
 1. Participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.

2. Be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of child care services.
3. Provide data and outcomes using the Emergency Child Care Bridge Program for Foster Children report (CCB 18). The CCB 18 report includes data on Bridge Program vouchers eligibility and enrollment, type of voucher placements and child care settings, the length of time receiving voucher, and transition information. The data also includes the number of referrals to, and families served by, child care navigators and the number of trauma-informed care trainings held.
4. Provide reporting information about family childcare providers who receive Bridge Program Funding. The Childcare provider data shall be submitted via the Child Development Management information System (CDMIS) on a monthly basis.
5. Provide tracking and data collection regarding the: Hold Harmless – Sixteen (16) COVID-19 related paid Nonoperational Days and report the data on a monthly basis using the *Bridge Program COVID-19 Nonoperational Days Survey*. Safeguards must be in place to ensure individual Bridge Program providers are not paid more than a total of 16 nonoperational days between July 1, 2021 through June 30, 2022. Additionally, Contractor will provide County with a monthly report of providers utilizing the Hold Harmless – Sixteen (16) COVID-19 related paid nonoperational days support.

B. COUNTY Program staff shall:

1. Schedule and participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving child care, the referral process and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
2. Be available for direct contact by the CONTRACTOR staff in order to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of childcare services.
3. Provide timely notification to the CONTRACTOR staff of changes to or discontinuance of childcare authorization.
4. Provide CONTRACTOR with all regulations and policies related to administering the childcare bridge program.

III. Confidentiality

1. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
2. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.

3. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.
4. CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

**EXHIBIT B-2
BUDGET**

**From the effective date of this agreement to June 30, 2022
and each automatic renewal thereof**

Program Expenses	Total Budget
Emergency Child Care Voucher / Nonoperational and “Hold Harmless” Support (not to exceed 16 days)/ Support for Additional Child Care Slots	\$149,250
Child Care Navigator	\$77,010
Trauma-Informed Care Training	\$8,067
Trustline Background Screening Services	\$1,250
Total Program Expenses	\$235,577
Administration de minimis (10%)	\$23,557
Total Annual Budget	\$259,134

LIMITATIONS AFFECTING PAYMENTS

- I. CONTRACTOR shall provide tracking and data collection regarding the: Hold Harmless – Sixteen (16) COVID-19 related paid Nonoperational Days and report the data on a monthly basis using the Bridge Program COVID-19 Nonoperational Days Survey. Additionally, CONTRACTOR shall provide COUNTY with a monthly report of providers utilizing the Hold Harmless COVID-19-related paid nonoperational days identifying the number of days used by each provider.
- II. CONTRACTOR shall provide additional documentation as required by COUNTY in order to substantiate its claims for payment.
- III. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY.
- IV. CONTRACTOR shall submit claims for payment **within 60 days** of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than 60 days after the provision of such service(s).
- V. With the approval of the Director of the COUNTY’s Health and Human Services Agency or designee, CONTRACTOR may transfer funds between the Navigator and the Trauma Informed Care Training budget items ONLY as long as the dollar amount of any of these individual budget items is not reduced to less than 10% of its original amount. The total dollar amount for all budget items shall remain

unchanged. Such changes shall not be effective unless and until written notice is received by the Health and Human Services Agency representative.