

**NAPA COUNTY AGREEMENT NO. 200385B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 200385B 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 **WAYFINDER FAMILY SERVICES**, a California corporation whose mailing address is 8931 Auburn Boulevard, Citrus Heights, CA 95610 (formerly Lilliput Children's Services, Inc.), hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about June 23, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200385B (hereinafter referred to as "Agreement") for CONTRACTOR to provide training for Resource Family Pre-Approvals to prospective Resource Families in order to meet State training requirements; and

WHEREAS, as of December 1, 2020, the Parties amended the Agreement to replace Exhibit A ("Scope of Work") with Exhibit A-1 and to replace Exhibit B ("Compensation") with Exhibit B-1 to add a provision to each Exhibit to allow CONTRACTOR to provide make-up sessions of the Resource Family Pre-Approval training for Napa Child Welfare family participants who have missed a class, with no change to the contract maximum; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to amend the Agreement to replace Exhibit B-1 ("Compensation") with Exhibit B-2 to revise specific line items of the budget to address a higher need for make-up sessions and additional training with no change to the contract maximum.

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. 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" or "B-1" shall refer to "Exhibit B-2" from the effective date of this Amendment No. 2.
2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 200385B as of the date first written above.

WAYFINDER FAMILY SERVICES

By Karen Alvord Digitally signed by Karen Alvord
Date: 2022.04.26 14:26:50 -07'00'
KAREN ALVORD
Executive Vice President and Chief Impact Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> Date: 4/20/2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
--	--	--

EXHIBIT B-2
COMPENSATION
July 1, 2021 through June 30, 2022,
(and each automatic renewal thereof)

CONTRACTOR shall be compensated at the rates listed below for deliverables listed in Exhibit A-1 per County fiscal year. COUNTY agrees to pay claims of CONTRACTOR based upon hours actually documented and submitted to COUNTY.

Description of services	Rate	Maximum Amount
Facilitator Fee Per Class Session (includes 3 hours of training (single trainer), 1 hour (30 before and after for set up/clean up/face time with families), 1 hour preparation, 30 minutes of travel time to/from class and indirect/administration costs)	\$450 per session	\$16,200
Resource Family Coach	\$45 per hour	\$16,200
Make-up & Additional Training Sessions (up to 6 hours per module or as approved by County)	\$80 per hour	\$3,600
Materials Fee for each module (includes bound training materials for all classes, classroom training supplies/handouts, dinner and refreshments at all classes)	\$100 per person	\$6,000
Curriculum development and updates	\$100 per hour	\$5,000
Maximum amount per County fiscal year		\$47,000

CONTRACTOR shall submit claims for payment within 60 days of the end of the month that the service(s) were provided identified in the claim. Claims shall include receipts for materials, food, and refreshment purchases. CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 60 days after the provision of such service(s).

With the approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount, and the total dollar amount for all budget items remains unchanged. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing Health and Human Services Agency representative has been given in writing to the Napa County Auditor Controller and to either the Clerk of COUNTY's Board of Supervisors (for agreements approved by the Board), the Napa County Executive Officer (for agreements approved by the CEO as Purchasing Agent) or the Director of COUNTY's Health and Human Services Agency (if the consent was given by the Director or designee thereof). No such

changes in the budget shall add a new type of services to the Program description set forth in Exhibit A-1 or shall increase the rate of the Administrative Costs line item.