

**NAPA COUNTY AGREEMENT NO. 190321B
AMENDMENT NO. 5**

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 190321B is effective as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **COMMUNITY RESOURCES FOR CHILDREN, INC.**, a California nonprofit corporation, 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 (Budget) to reflect the new maximum amount; and

WHEREAS, as of May 3, 2022, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR and to replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B-1 with Exhibit B-2 (Budget) to reflect the Agreement's budget; and

WHEREAS, as of July 1, 2022, the Parties amended the Agreement to decrease the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2022-2023 allocations from the California Department of Social Services; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to revise the Nonoperational and Hold Harmless support effective dates; and replace Exhibit B-2 with Exhibit B-3 (Budget) to amend the Agreement's budget;

WHEREAS, as of July 1, 2023, the Parties amended the Agreement to decrease the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2023-2024 allocations from the California Department of Social Services; replace Exhibit A-2 with Exhibit A-3 (Scope of Work) to revise the Hold Harmless support effective dates; and replace Exhibit B-3 with Exhibit B-4 (Budget) to amend the Agreement's budget; and

WHEREAS, as of the effective date of this Amendment No. 5, the Parties wish to amend the Agreement to increase the contract maximum payable to CONTRACTOR to incorporate the final Fiscal Year 2024-2025 allocations from the California Department of Social Services; replace Exhibit B-4 with Exhibit B-5 (Budget) to amend the Agreement's budget; and amend Specific Terms and Conditions 3.1 (l) to be checked off and reflect the amount of Federal Funding.

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. 5 through June 30, 2025, and each automatic renewal thereof, the maximum amount of the Agreement shall be **One-Hundred Ninety-Seven Thousand Twenty-Five Dollars (\$197,025.00)**, reflecting an increase of **Nine Thousand Three Hundred Thirty-Nine Dollars (\$9,339.00)** 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 "B-4" is hereby replaced in its entirety with "Exhibit B-5" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "B" or "B-1" or "B-2" or "B-3" or "B-4" shall refer to "Exhibit B-5" from the effective date of this Amendment No. 5.
3. Specific Terms and Conditions 3.1 (l) is hereby amended to read in full, as follows:

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

CONTRACTOR'S Catalog of Federal Domestic Assistance (CFDA) number and dollar amount of Federal funding in this Agreement are as follows:


CFDA # 93.658

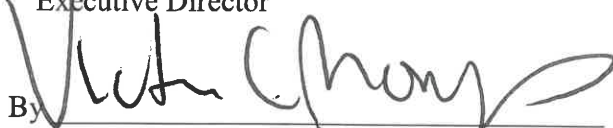
\$108,655

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. 5 to Napa County Agreement No. 190321B as of the date first written above.

COMMUNITY RESOURCES FOR CHILDREN
INC.

By 
ERIKA LUBENSKY
Executive Director

By 
VICTORIA MORGESE
Chair of the Community Resources for
Children Board

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>March 10, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

EXHIBIT B-5

BUDGET

**July 1, 2024 through June 30, 2025
(and each automatic renewal thereof)**

I. BUDGET

PROGRAM EXPENSES	BUDGET
Emergency Child Care Voucher / Support for Additional Child Care Slots	\$110,411
Child Care Navigator	\$61,714
Trauma-Informed Care Training	\$5,739
Trustline Background Screening Services	\$1,250
Total Program Expenses	\$179,114
ADMINISTRATION EXPENSES	
County Operations (Administration)	\$13,473
Administration of Navigator and Training	\$4,438
Total Administration Expenses	\$17,911
TOTAL ANNUAL BUDGET	\$197,025

II. LIMITATIONS AFFECTING PAYMENTS

1. CONTRACTOR shall provide additional documentation as required by COUNTY in order to substantiate its claims for payment.
2. CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY.
3. CONTRACTOR shall submit claims for payment **within sixty (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 sixty (60) days after the provision of such service(s).
4. With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. CONTRACTOR may transfer funds between the Navigator and the Trauma Informed Care Training budget items only. The dollar amount of the Navigator and Trauma Informed Care Training budget items may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Additionally, direct service cost lines may not be modified. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

CONTRACTOR shall not disseminate information received during any contact regarding any minor child in any form to anyone other than CWS 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.**

TOTAL PAYMENTS NOT TO EXCEED \$197,025.00 PER FISCAL YEAR.