

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 200032B**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 200032B is effective as of the 1st day of July, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **COPE FAMILY CENTER, INC.**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, as of July 9, 2019, COUNTY and CONTRACTOR entered into County Agreement No. 200032B (hereinafter referred to as "Agreement") for CONTRACTOR to carry out the Family Preservation/Family Support program, which includes but is not limited to the following programs: Child Abuse Prevention, Intervention and Treatment Program (CAPIT), and Community-Based Child Abuse Prevention (CBCAP); and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

WHEREAS, as of July 1, 2020, the Parties amended the Agreement to increase the contract maximum to include an additional CBCAP allocation and to modify Section 3.1(1) of the Agreement's Specific Terms and Conditions to reflect an increase in federal funding and replace Exhibit B with Exhibit B-1 to revise the Agreement's budget; and

WHEREAS, as of July 1, 2021, the Parties wish to increase the contract maximum payable to CONTRACTOR to include an additional CBCAP allocation and wish to modify Section 3.1(1) of the Agreement's Specific Terms and Conditions to reflect an increase in federal funding and replace Exhibit B-1 with Exhibit B-2 to revise the Agreement's budget.

TERMS

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

1. The maximum amount of payment on Page 2 of the Agreement for FY 21-22 and each automatic renewal thereof shall be **One-Hundred Ninety-Six Thousand Five Hundred Ninety-Seven Dollars (\$196,597.00)** per fiscal year, reflecting an increase of **Two Thousand Four Hundred Seventy-Four Dollars (\$2,474.00)** 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. Specific Term and Condition 3.1(1) is modified to read as follows:

[X] (l) Services have been determined by the Department Director 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.)

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

- CFDA #'s: 93.645 and 93.590 = \$23,518
3. As of the effective date of this amendment, Exhibit B-1 is hereby replaced 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" which is revised by virtue of this Amendment No. 2 and commences in Fiscal Year 2021-2022 and each automatic renewal thereof.
 4. Except as provided in this Amendment No. 2 to the Agreement, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 of Napa County Agreement No. 200032B as of the date written above.

COPE FAMILY CENTER, INC.

By Michele Grupe
MICHELE GRUPE
Executive Director

"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: <u>Corey S. Utsurogi</u> Date: 4/19/2022	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: _____
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**EXHIBIT B-2
COMPENSATION**
July 1, 2021 through June 30, 2022
(and each subsequent auto renewal)

A. COMPENSATION

CAPIT PROGRAM	
PERSONNEL EXPENSES	\$59,565
This category includes the expenses of the Program Director, Program Manager-Home Visitation, Program Manager-Parent Education, Program Coordinators-Family Resource Center, Home Visitors, Parent Educators, Parent Ed Assistant, Resource Specialist, Childcare Workers, Program Compliance, and Program Accounting. This category total includes an allowance for benefits for salaries/hourly employees as appropriate.	
OPERATING EXPENSES	\$4,815
This category includes expenses for the contractor related to occupancy, IT, program supplies and costs, utilities, telephone, program insurance, maintenance, equipment, printing, postage, training and travel.	
ADMINISTRATION EXPENSES	\$10,620
CAPIT PROGRAM SUBTOTAL:	\$75,000
CBCAP PROGRAM	
PERSONNEL EXPENSES	\$14,834
This category includes the expenses of the Program Director, Program Manager-Home Visitation, Program Manager-Parent Education, Program Coordinators-Family Resource Center, Home Visitors, Parent Educators, Parent Ed Assistant, Resource Specialist, Childcare Workers, Program Compliance, and Program Accounting. This category total includes an allowance for benefits for salaries/hourly employees as appropriate.	
OPERATING EXPENSES	\$1,745
This category includes expenses for the contractor related to occupancy, IT, program supplies and costs, utilities, telephone, program insurance, maintenance, equipment, printing, postage, training and travel.	
ADMINISTRATION EXPENSES	\$1,658
CBCAP PROGRAM SUBTOTAL:	\$18,237
CWS PROGRAM	
PERSONNEL EXPENSES	\$85,785
This category includes the expenses of the Program Director, Program Manager-Home Visitation, Program Manager-Parent Education, Program Coordinators-Family Resource Center, Home Visitors, Parent Educators, Parent Ed Assistant, Resource Specialist, Childcare Workers, Program	

Compliance, and Program Accounting. This category total includes an allowance for benefits for salaries/hourly employees as appropriate.	
OPERATING EXPENSES	\$2,935
This category includes expenses for the contractor related to occupancy, IT, program supplies and costs, utilities, telephone, program insurance, maintenance, equipment, printing, postage, training and travel.	
ADMINISTRATION EXPENSES	\$14,640
CWS PROGRAM SUBTOTAL:	\$103,360
TOTAL CONTRACT MAXIMUM:	\$196,597

B. EXPENSE REIMBURSEMENT:

Mileage reimbursement for trainings, conferences, and other program activities outlined in contract.

C. LIMITATIONS AFFECTING PAYMENTS:

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance. COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR'S services and claims are subject to any audits conducted by Department, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR'S performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.
- To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- 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).
- Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.

- 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 or shall increase the rate of the Administrative Costs line item.