

**NAPA COUNTY AGREEMENT NO. 180001B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 180001B is effective as of this ____ of _____ 202__, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**, a California Public Agency whose mailing address is 4910 N. Chestnut Ave., Fresno, CA 93726, 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 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180001B (hereinafter referred to as "Agreement") for CONTRACTOR to provide COUNTY's Health and Human Services Agency's Child Welfare Services (CWS) staff, and others as specified by COUNTY, direct Child Welfare Title IV-E training; and

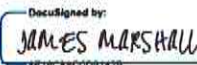
WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum through June 30, 2022; replace Exhibit A (Scope of Work) with Exhibit A-1 (Scope of Work) to reflect a new contract maximum; and replace Exhibit B (Compensation) with Exhibit B-1 (Compensation) to increase the number of training days from 16 days to 21 days to allow for additional staff training.

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. The maximum amount of payment on Page 1 of the Agreement from the effective date of this Amendment No. 1 through June 30, 2022 shall be **Ninety-Seven Thousand Nine-Hundred Seventy-Three Dollars (\$97,973.00)**, reflecting an increase of **Twenty-One Thousand and Thirty-Eight Dollars (\$21,038.00)** 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 as set forth herein; all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" from the effective date of this Amendment No. 1.
3. Exhibit B is hereby replaced in its entirety with "Exhibit B-1" attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" from the effective date of this Amendment No. 1.
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. 1 to Napa County Agreement No. 180001B as of the date first written above.

By  _____
DocuSigned by: JAMES MARSHALL
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JAMES MARSHALL, PH.D.,
 Dean, Division of Research and
 Graduate Studies

By  _____
DocuSigned by: Keith Kompsi
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KEITH KOMPSI
 Director, Foundation Financial Services

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
 the State of California

By _____

Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel Date: <u>November 4, 2021</u>	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 A-1

SCOPE OF WORK

CALIFORNIA STATE UNIVERSITY, FRESNO, FOUNDATION CENTRAL CALIFORNIA TRAINING ACADEMY - BAY AREA ACADEMY From the effective date of Amendment No. 1 through June 30, 2022

PROGRAM DESCRIPTION

Program Description

California State University, Fresno, Foundation, an auxiliary unit of California State University, Fresno (hereinafter Contractor), through the Central California Training Academy - Bay Area Academy (CCTA-BAA), will provide to Napa County Child Welfare Services Agency (hereinafter County) direct training, field based training and coaching to new child welfare staff, and others as specified by County. Contractor will provide forgone match to the County to offset the County contribution to draw down eligible federal Title IV-E funds to support this program. The total cost of the services provided under this Agreement per year is **\$97,973**.

Duration

The anticipated dates of service will be from July 1, 2021 through June 30, 2022. The Contractor shall submit a final invoice to the County as indicated in Exhibit B.

1. CONTRACTOR RESPONSIBILITIES are:

- a. Assign staff to be liaison between CSU Fresno Foundation and County Staff Development.
- b. Development and coordination of a training needs assessment, to include: identifying service needs, developing curricula as needed, scheduling and contracting with trainers and consultants, locations, developing advertisements and registration for the number of training/field based training identified in section f. below.
- c. Training assistance to include:
 - i. Development and Transportation of materials
 - ii. Site coverage and support to trainer and trainees during deliverables
 - iii. Training evaluation
 - iv. Refreshments as requested by County
- d. Responsive communication including response within 48 business hours.
- e. Services objectives:
 - i. Continue the implementation of Safety Organized Practice and Structured Decision Making through a mix of both classroom and field-based training and all staff training. Focus will also center on developing Behaviorally Based Case Planning and goal setting.
 - ii. Capacity building through support of frontline supervisors through coaching in Safety Organized Practice, Structured Decision making for supervisors.

- iii. Developing social worker competence in the implementation of Continuum of Care Reform (CCR) through Child and Family Team training and continued implementation of the Integrated Core Practice Model.
- iv. Classroom training and field based training for staff and supervisors on best practices related to Concurrent Planning and Permanency Planning for all children and youth receiving child welfare services in Napa County.

f. Deliverables:

- i. 21 days of classroom/field-based/coaching/technical assistance days
- ii. All-Staff training budget is \$5,000
- iii. Curriculum Development budget is \$3,900

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Total payment under this Agreement shall not exceed \$97,973. Payment is based on Reimbursement Schedule referenced above in the Budget Detail in Exhibit A below.
- b. Contractor will be paid a per day cost for each unit of service delivered or fraction thereof.
- c. The Contractor shall submit invoices according to the Terms and Conditions in Exhibit B of this agreement.

3. Napa COUNTY Agency responsibilities are:

- a. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training.
- b. Provide information about community based agency staff, foster parents and other providers who will participate in joint training sessions.
- c. Determine the number and assignment of slots available for joint training sessions provided by the program and assure the Title IV-E eligibility of community agency staff that attends training.
- d. Determine which training sessions are mandatory and identify the respective participant populations.
- e. Determine, in consultation with Contractor, whether a training session shall be rescheduled due to lack of enrollment.
- f. Ensure staff completion of participant satisfaction surveys.
- g. Arrange for management participation in the training advisory meetings and large training events as needed.
- h. Provide Contractor with the schedule of all other Children and Family Services training events for coordination purposes.

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-1**COMPENSATION****From the effective date of Amendment No. 1 through June 30, 2022**

In Fiscal Year 2021-2022, from the effective date of this Amendment No. 1, CONTRACTOR shall be reimbursed based on the budget below.

Deliverable	Rate	Number of Days	Total Amount
Twenty One (21) classroom/field-based training/coaching/technical assistance days on topics below (but not limited to): SDM, Investigations, Supervisor-SDM, Visitation, SOP	\$3,896	21	\$81,816
Curriculum Development	\$150 per hour		\$3,900
All-Staff Training (billed at actual cost)		1	\$5,000
Total Direct Service--IVE			\$90,716
Indirect @ 8%			\$7,257
Grand Total		22	\$97,973
CSU Fresno Foundation Forgone (11%)			\$9,979

- Payment will be provided upon documentation of delivery of each day of service. Field Based Training days and Technical Assistance days will be prorated based on the number of contact hours.
- Full day of classroom training is 6 hours.
- Field based training/Coaching day consists of 6 contact hours, which can occur over multiple days.
- Classroom and Field based training days can be used interchangeably.

B. EXPENSE REIMBURSEMENT:

Mileage reimbursement for trainings, conferences, and other program activities outlined in contract. Mileage to be reimbursed at the current Federal IRS Mileage Rate.

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.