

**NAPA COUNTY AGREEMENT NO. 220005B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220005B** is effective as of this 1st day of July, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and WAYFINDER FAMILY SERVICES, a California benefit corporation, hereinafter referred to as "CONTRACTOR." 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. 220005B (hereinafter referred to as the "Agreement") for CONTRACTOR to administer and coordinate the COUNTY's Kinship Support Services Program; and

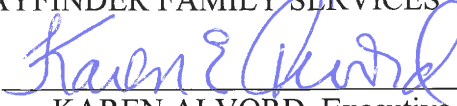
**WHEREAS**, as of the effective date of this Amendment No. 1 through June 30, 2022 and each subsequent automatic renewal, the Parties wish to amend the Agreement to increase the contract maximum to allow for an increase in personnel costs and administrative fees commencing in Fiscal Year 2021-2022 and each automatic renewal and to replace Exhibit B ("Compensation") with Exhibit B-1 incorporate a new budget.

**TERMS**

1. The maximum amount of payment on Page 1 of the Agreement for FY 21-22 and each automatic renewal thereof shall be **One Hundred Eighty Thousand Six Hundred Fifty-Three Dollars (\$180,653.00)** per fiscal year, reflecting an increase of **Twenty-Two Thousand Two Hundred Fifty-Three Dollars (\$22,253.00)** 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 is hereby replaced with "Exhibit B-1," attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1 through June 30, 2022 and each automatic renewal thereof.
3. 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 of Napa County Agreement No. 200385B as of the date first above written.

WAYFINDER FAMILY SERVICES

By   
KAREN ALVORD, Executive Vice  
President and Chief Impact Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the  
State of California

By \_\_\_\_\_  
ALFREDO PEDROZA  
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> Deputy County Counsel</p> <p>Date: <u>October 25, 2021</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-1**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**  
**July 1, 2021 through June 30, 2022**  
**and each automatic renewal thereof**

**A. COMPENSATION**

<b>PERSONNEL EXPENSES</b>	<b>\$138,840</b>
(This category includes the expenses of the Program Director, Program Supervisor, Service Coordinators, Parent Partner and Administrative Assistant. The category total includes an allowance for benefits for salaried/hourly employees as appropriate.)	
<b>OPERATING EXPENSES</b>	<b>\$25,390</b>
(This category includes expenses such as the office lease, postage, office supplies, utilities, telephone, mileage reimbursement for travel, professional and consultant services, participant support costs and parent workshops/workgroups.)	
<b>ADMINISTRATION COSTS (10% of personnel/operating)</b>	<b>\$16,423</b>
<b>TOTAL EXPENSES</b>	<b>\$180,653</b>

**B. EXPENSE REIMBURSEMENT:**

Mileage reimbursement for travel to trainings, conferences, and other program activities such as delivering supplies as outlined in Exhibit A Scope of Work to this Agreement.

**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.