

**NAPA COUNTY AGREEMENT NO. 180001B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 180001B is effective as of this 1st day of July, 2023, 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 Child Welfare Services staff, and others as specified by COUNTY, direct child welfare Title IV-E training; and

WHEREAS, as of December 14, 2021, the Parties amended the Agreement to increase the contract term through June 30, 2022; replace Exhibit A with Exhibit A-1 (Scope of Work) to reflect a new contract maximum; and replace Exhibit B with Exhibit B-1 (Compensation) to increase the number of training days from sixteen (16) days to twenty-one (21) days to allow for additional staff training; and

WHEREAS, as of July 1, 2022, the Parties amended the Agreement to increase the contract term through June 30, 2023; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to further clarify the Parties responsibilities; and replace Exhibit B-1 with Exhibit B-2 (Compensation) to change a budget line to reflect a deliverable amount instead of an hourly rate; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to increase the contract maximum amount; modify Specific Term and Condition 3.4 to increase the contract term through June 30, 2026; replace Exhibit A-2 with Exhibit A-3 (Scope of Work); and replace Exhibit B-2 with Exhibit B-3 (Compensation) to increase the maximum contract amount CONTRACTOR will be paid.

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 shall be **One Hundred Four Thousand Seven Hundred Fifty-Five Dollars (\$104,755.00)** per fiscal year, reflecting an increase of **Six Thousand Seven Hundred Eighty-Two Dollars (\$6,782.00)** 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. Paragraph 3.4 of the Agreement is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The Agreement shall commence as provided in the original Agreement and shall expire on **June 30, 2026** unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3. Exhibit A-2 is hereby replaced in its entirety with “Exhibit A-3” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-3” from the effective date of this Amendment No. 3.
4. Exhibit B-2 is hereby replaced in its entirety with “Exhibit B-3” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “B” shall refer to “Exhibit B-3” from the effective date of this Amendment No. 3.
5. 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 TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 180001B as of the date first written above.

By  05/08/2023
 JOY J. GOTO, Ph.D.
 Interim Dean,
 Research & Graduate Studies

By  05/08/2023
 KEITH KOMPSI,
 Director, Financial Services

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
 BELIA RAMOS
 Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 5/5/23</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>
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EXHIBIT A-3
SCOPE OF WORK
July 1, 2023 through June 30, 2024
(and each subsequent automatic renewal)

PROGRAM DESCRIPTION:

California State University, Fresno Foundation, an auxiliary unit of California State University, Fresno, hereinafter referred to as “CONTRACTOR”, through the Central California Training Academy - Bay Area Academy (CCTA-BAA), will provide Napa County, hereinafter referred to as “COUNTY”, Child Welfare Services (CWS) with intermediary organization support to COUNTY practice improvement implementation projects, including technical assistance, curriculum development, classroom training, field-based training, and coaching to new and veteran CWS staff at all levels, and others as specified by COUNTY. All services will be designed to increase staff competencies and agency processes that demonstrate the behaviors and values of the California Core Practice Model for Child Welfare, for example, engagement with stakeholders to co-create goals and plans, leadership and team structures, workforce development systems, quality and outcome monitoring, and messaging capacities. 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.

DURATION:

Dates of service will be July 1, 2023 through June 30, 2024, with the Agreement automatically renewing upon the beginning of each fiscal year (July 1), until June 30, 2026. The CONTRACTOR shall submit invoices to the COUNTY as indicated in Exhibit B-3.

1. CONTRACTOR RESPONSIBILITIES:

- a. Communication:
 - i. Assign Bay Area Academy staff to be liaison between CSU Fresno Foundation/CCTA-BAA and COUNTY Staff Development.
 - ii. Responsive communication to include responding to phone calls as soon as possible within twenty-four (24) hours, and emails within three (3) business days.

- b. Consultation to Support Ongoing County Implementation Capacity:
In partnership with COUNTY liaison, develop and consult on services, which may include support with:
 - i. Clarifying improvement vision and goals, informed by the statewide Practice Improvement Plan and County System Improvement Plan.
 - ii. Assessing for competency, procedure, leadership development, data-collection and analysis needs, and collaborative identification of services to meet those needs.
 - iii. Evaluating facilitating factors and potential barriers to priority improvements.

- iv. Creating action plans to support exploration, installation, initial implementation, and sustainability of improvements.
- v. Development of implementation teams.
- vi. Installation and maintenance of effective feedback loops between staff at all levels, implementation teams, contractors, and stakeholders such that feedback can inform regular adaptations to plans.
- vii. Consulting with implementation teams or management teams on the above.
- viii. Identifying key stakeholders and methods for engagement in assessment and planning.

c. Service Development, Planning and Delivery:

In partnership with COUNTY liaison, develop, and coordinate workforce development services, to include:

- i. Developing an annual service plan.
- ii. Scheduling and participating in relevant conference calls and meetings as requested by the COUNTY.
- iii. Identifying, contracting, and scheduling subject matter experts/trainers to deliver services identified below.
- iv. Developing, adapting, and distributing curricula, job aids, messaging, and implementation support tools as needed.
- v. Advertising events, which may include stakeholder engagement, leadership development, other types of technical assistance, training, coaching.
- vi. Registering participants for up to twenty-one (21) days of training/field-based training/technical assistance.

d. Training Day Support:

- i. Support in finding and securing an adequate local training space when services are delivered in-person, and virtual platform when delivered virtually.
- ii. Support to trainer and trainees, including logging into Learning Management System and other virtual platforms, and access to virtual materials.
- iii. Coverage when prioritized for a specific service, arriving not less than forty-five (45) minutes prior to training start time when services are delivered in-person, and thirty (30) minutes prior when delivered virtually.
- iv. Training, coaching, technical assistance, curriculum, and job/implementation aids, evaluation.
- v. Refreshments as requested by COUNTY.

- e. Field-Based Training/Coaching/Technical Assistance Support:
 - i. Develop and implement a calendaring system to schedule coach/consultant with participants.
 - ii. Develop communication methods to ensure COUNTY liaison and participants are informed of the purpose of events, services, and timing of events.
 - iii. Coordinate with Trainer/Coach/TA provider prior to and after service delivery.
 - iv. Locate and develop/revise job aids and implementation support tools as identified by COUNTY.
- f. Deliverables:
 - i. Twenty-one (21) days of classroom/field-based/coaching/technical assistance days
 - ii. Curriculum development budget is \$3,900.00 at \$150.00 per hour.
 - iii. All-Staff training budget is \$5,000.00.

2. COUNTY RESPONSIBILITIES:

- a. Collaborate with CONTRACTOR to determine priorities and sequencing for training, field-based training, coaching and curriculum development, as well as how these services integrate into implementation of specific COUNTY goals.
- b. Reserve event sites that are free to Family and Children's Services.
- c. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training and field-based training.
- d. Cover the costs of services if registered participants fail to attend without notification to BAA a minimum of forty-eight (48) hours prior to scheduled services notwithstanding whether or not services are delivered.
- e. Provide information about community-based agency staff, resource families, and other providers who will participate in joint training sessions.
- f. 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 attend training.
- g. Determine which training sessions are mandatory and identify the respective participant populations.
- h. Notify CONTRACTOR to open registration to neighboring counties for trainings with low enrollment.
- i. Determine in consultation with CONTRACTOR whether a training session shall be rescheduled due to lack of enrollment or other need to reschedule (i.e., weather, illness of trainer etc.).
- j. Arrange for management participation in the training advisory meetings and identified training events as needed.
- k. Coordinate with CONTRACTOR in order that contract trainings complement, and do not conflict with, other Family and Children Services training events.

3. METHOD, TIME, AND SCHEDULE CONDITIONS OF PAYMENT:

- a. Total payment under this Agreement shall not exceed \$104,755.00.
- b. CONTRACTOR will be paid a per day cost for each unit of service delivered or fraction thereof. Service definitions are:
 - i. Full day of classroom/field-based training is six (6) hours
 - ii. Coaching/technical assistance services are billed hourly and prorated on a six (6) hour day.
 - iii. Billing for services delivered is based on contact hours defined as trainer/coach direct contact with COUNTY staff. This includes planning time with trainer/coach and COUNTY liaison.
 - iv. All training and technical assistance services identified in Exhibit A below can be used interchangeably.
 - v. Curriculum development will be billed at \$150.00 per hour.
 - vi. All-staff training events will be billed for actual costs not exceeding budgeted amount.
- c. The CONTRACTOR shall submit invoices according to the terms and conditions in Exhibit B of this agreement.

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 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.**

EXHIBIT B-3
COMPENSATION
July 1, 2023 through June 30, 2024
(and each subsequent automatic renewal)

Deliverable	Daily 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	\$4,195.00	21	\$88,095.00
Curriculum Development	\$3,900.00		\$3,900.00
All-Staff Training	\$5,000.00	1	\$5,000.00
Total Direct Service--IVE			\$96,995.00
Indirect @ 8%			\$7,760.00
Grand Total		22	\$104,755.00
CSU Fresno Foundation Forgone (11%)			\$10,669.00

- 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 six (6) hours.
- A field-based training/coaching day consists of six (6) contact hours, which can occur over multiple days.
- Classroom and field-based training days can be used interchangeably.

A. EXPENSE REIMBURSEMENT:

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

B. 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 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).
- 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 (HHS) 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 HHS representative has been given in writing to the Napa County Auditor Controller and to either the Napa County Clerk of the Board of Supervisors (for agreements approved by the Board), Napa County Executive Officer (for agreements approved by the CEO as Purchasing Agent) or the Director of HHS (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.

Total payments under this contract shall not exceed \$104,755.00 per fiscal year.