

**NAPA COUNTY AGREEMENT NO. 250004B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250004B** is effective as of the 1<sup>st</sup> of July 2025, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **EXPRESSIONS OF HOPE**, a California nonprofit corporation, whose mailing address is 1370 Trancas Street #791, 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 about July 1, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No. 250004B (hereinafter referred to as the "Agreement") for CONTRACTOR to administer and coordinate COUNTY's Kinship Support Services Program (KSSP); and

**WHEREAS**, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit "B" with Exhibit "B-1" (Budget) to reflect the increase to the contract maximum 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 **Two Hundred Eighty-Five Thousand Nine Hundred and Fifty-Three Dollars (\$285,953.00)** per fiscal year, reflecting an increase of **One Hundred Thousand Dollars (\$100,000.00)**, 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 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.
3. Except as provided in this Amendment No. 1 to the Agreement, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 250004B as of the date first written above.

EXPRESSIONS OF HOPE

By:   
PEGGY SMITH,  
Executive Director

By:   
DIANA ROSALES,  
Operations Manager

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
AMBER MANFREE,  
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: December 17, 2025</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 B  
BUDGET**

**July 1, 2025 through June 30, 2026  
(and each subsequent automatic renewal)**

<b>POSITION</b>	<b>FTE</b>	<b>BUDGET</b>
Executive Director	0.10	\$9,256.00
Operations Care Manager	0.37	\$32,760.00
Behavioral Health Therapist	0.13	\$7,591.00
Parent Partner	0.62	\$31,200.00
Community Care Provider/Admin	0.25	\$14,040.00
Community Care Provider	0.67	\$33,600.00
<b>SUBTOTAL OF PERSONNEL EXPENSES</b>	<b>2.14</b>	<b>\$128,447.00</b>

<b>OPERATING and EQUIPMENT EXPENSES</b>		
Office Lease and Utilities		\$49,010.00
Postage, Office Supplies		\$1,000.00
Travel and Mileage		\$1,000.00
Professional and Consultant Services		\$2,500.00
Language Line (Translation Services)		\$1,000.00
<b>SUBTOTAL OF OPERATING &amp; EQUIPMENT EXPENSES</b>		<b>\$54,510.00</b>

<b>DIRECT SERVICES AND RESOURCES TO FAMILIES</b>		
Family and Youth Enrichment Activities		\$22,000.00
Family and Youth Emergency Funds		\$20,000.00
Outreach Materials (banner, printed flyers, brochures, youth appropriate enrichment items)		\$3,000.00
Networking Group Activities/Events		\$9,000.00
Respite		\$9,000.00
Childcare for Caregivers – Training, Support Groups, Events		\$1,000.00
Support Groups (Adoptive, Kin Caregivers, Youth Group)		\$3,000.00
Psycho-educational Groups and Workshops (Parent & Teens)		\$5,000.00
Fatherhood Support Group - Supplies, Participation Incentives, Training Materials and Event Support		\$5,000.00
<b>SUBTOTAL OF DIRECT SERVICES AND RESOURCES TO FAMILIES</b>		<b>\$77,000.00</b>

<b>TOTAL PROGRAM EXPENSES</b>		<b>\$259,957.00</b>
<b>INDIRECT EXPENSES 10%</b>		<b>\$25,996.00</b>
<b>TOTAL BUDGET</b>		<b>\$285,953.00</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.

**LIMITATIONS AFFECTING PAYMENT:**

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance (QA). 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 maintain a log of all supportive services such as bus passes and gift cards and may not be claimed on invoices until disbursed to clients.
- 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 (CA), 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 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 forty-five (45) 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 forty-five (45) days after the provision of such services(s).
- Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.
- With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item 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. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

**TOTAL ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED \$285,953.00.**