

**NAPA COUNTY AGREEMENT NO. 230351B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230351B is effective as of the ____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COMMUNITY RESOURCES FOR CHILDREN**, a California nonprofit corporation, whose mailing address is 3299 Claremont Way, Suite 1, 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, 2003, COUNTY and CONTRACTOR entered into Napa County Agreement No. 4000, hereinafter referred to as the "Agreement" for CONTRACTOR to provide administration and support services for childcare referrals taking place under California Work Opportunity and Responsibility to Kids (CalWORKs) program of the State of California, administered in and for the COUNTY by its Health and Human Services Agency Self Sufficiency Services Division; and

WHEREAS, on or about July 1, 2023, the Parties terminated Agreement No. 4000 and replaced it with Agreement No. 230351B for CONTRACTOR to provide CalWORKs Stage 1 Child Care program on behalf of the County Child Welfare Services (CWS); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum to accommodate higher utilization of services; replace Exhibit "A" with Exhibit "A-1" (Scope of Work) to align with Civil Rights regulations; and replace Exhibit "B" with Exhibit "B-1" (Compensation) to reflect this increase to the contract maximum.

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 Million Dollars (\$1,000,000.00)** per fiscal year, reflecting an increase of **Three Hundred Ninety-Nine Thousand Three Hundred Nine Dollars (\$399,309.00)** per fiscal year provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services 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 in effect as originally approved.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 230351B as of the date first above written.

COMMUNITY RESOURCES FOR CHILDREN

By Erika Lubensky Digitally signed by Erika Lubensky
Date: 2024.04.10 13:46:35 -07'00'
ERIKA LUBENSKY,
Executive Director

By Maria Bernal Digitally signed by Maria Bernal
Date: 2024.04.10 12:32:26 -07'00'
MARIA BERNAL,
Director of Finance & Operations

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By JOELLE GALLAGHER
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (e-sign)</u></p> <p>Date: April 8, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ 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-1”
SCOPE OF WORK
Upon Approval through June 30, 2024
(and each automatic renewal)

CONTRACTOR shall provide COUNTY OF NAPA – SELF SUFFICIENCY SERVICES DIVISION (SSSD) with the following services:

I. Other Related Child Care Activities

Stage 1 childcare begins upon entry into the Welfare-to-Work (WTW) program or when childcare is needed for a California Work Opportunity and Responsibility to Kids CalWORKs recipient to begin work related activities. CONTRACTOR, upon receipt of authorization from SSSD, shall begin the delivery of the following Stage 1 childcare services (Stage 2 services are not reimbursed under this Agreement):

- A. Schedule individual appointments with parents needing childcare services and complete certification process, issue a child care certificate (schedule) for each child, and provide information on other child/family resources as needed. CONTRACTOR’s resource and referral department will provide choosing childcare information and provider referrals as needed.
- B. Upon authorization from SSSD, recertify eligibility, provide childcare placement assistance, and issue certificates.
- C. Provide parent and provider assistance, education, and training.
- D. Maintain computer databases for data collection.
- E. Contract with providers; process Trustline applications and Health and Safety Self-Certifications.
- F. Issue Notices of Action as required.
- G. Provider payment activities.
- H. Participate in the fair hearing process as needed.
- I. Participate in other tasks as required by CalWORKs childcare program guidelines as outlined in the Child Care section of the WTW procedural handbook.
- J. Provide information as required by the California Department of Social Services (CDSS).
- K. Verbally offer accommodations regarding language and disability. CONTRACTOR will document that the offer was made to each client and maintain record of documentation that can be provided to COUNTY.

II. Administrative Activities

Administrative functions are “activities” which do not provide a direct benefit to children, parents, or providers. These costs are necessary to administer the CalWORKs childcare program. Sample of administrative activities are listed below:

- A. Writing Annual certifications.
- B. Personnel Management.
- C. Budget/Accounting.
- D. Complete CD 9500.
- E. Maintain Complaint Log and Files.
- F. Audits.
- G. Develop provider agreements.
- H. Rent, utilities, janitorial, equipment and supplies, and travel related to administrative functions.
- I. Local coordination with other local, state, and federal organizations.
- J. Maintain adherence to promulgated CalWORKs standards and to the 1999 Federal Funding Terms and Conditions as promulgated and updated by the California Department of Education (CDE).
- K. All CONTRACTOR staff working within this contract must complete annual Civil Rights training and provide proof that training has been completed for all staff to COUNTY. Proof shall be provided by the last day of each contract (June 30th).
- L. CONTRACTOR will be given access to California Statewide Automated Welfare System (CalSAWS) Childcare Portal. All staffing changes involving access to CalSAWS Childcare Portal shall be reported by CONTRACTOR to COUNTY to update user access.

III. Performance Monitoring

- A. **CONTRACTOR shall:**
 - 1. Participate in quarterly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving childcare, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
 - 2. Be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual customers in the administration of childcare services.

3. Provide notification to the COUNTY staff of participant non-cooperation with CONTRACTOR resulting in discontinuance of childcare services.
4. Provide pertinent information related to the family's eligibility to receive childcare services to COUNTY staff.
5. Provide list of cases receiving Stage 1 childcare to the COUNTY for COUNTY staff to verify Assistance/Non-Assistance status monthly.
6. Provide information monthly regarding receipt of notification of CalWORKs discontinuance from COUNTY staff.

B. COUNTY Program staff shall:

1. Schedule and participate in quarterly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the number of children receiving childcare, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
2. Be available for direct contact by the CONTRACTOR staff to maintain open communication and sharing of information regarding mutual CLIENTS in the administration of child care services.
3. Provide timely notification to the CONTRACTOR staff of changes to or discontinuance of childcare authorization.
4. Provide verification to CONTRACTOR of the assistance/non-assistance status upon receipt of the monthly list of Stage 1 childcare cases.
5. Provide CONTRACTOR with all regulations and policies related to administering the childcare program.
6. Provide CONTRACTOR with access to CalSAWS Childcare Portal.

C. COUNTY Fiscal staff shall:

1. Receive and process for payment CONTRACTOR'S monthly invoice. Monthly invoice shall be received thirty (30) days after the end of the month payments are made.
2. CONTRACTOR shall provide the documentation required for COUNTY to submit the Child Care Monthly Report (CW115/115A). The documentation will contain, at a minimum, a list of individual participant names, case numbers, date of birth, provider type, date of payment, service month, and childcare paid amounts. A list shall also be provided containing name of child and date of birth of individuals enrolled.

EXHIBIT “B-1”
COMPENSATION
Upon Approval through June 30, 2024
(and each automatic renewal)

The administrative compensation to be paid by COUNTY to CONTRACTOR for services required under this Agreement shall include various administrative costs.

Payment shall be made after the submission of an original invoice.

PROJECT BUDGET	
Operating Expenses (Other Related Child Care (ORCC) and Administrative (AD) costs) incurred up to 25% of Provider Payments.	\$200,000
PROVIDER PAYMENTS	\$800,000
TOTAL PROGRAM EXPENSES	\$1,000,000

Operating Expenses include costs associated with the following:

- Personnel
- Rent and Utilities
- Telecommunication
- Program Supplies
- Office Supplies
- Postage
- Maintenance and Repair
- Insurance
- Dues & Memberships
- Office Equipment & Software (purchase and leases)
- Audit / Bookkeeping
- Staff Development
- IT and other Consultant services
- Printing
- Mileage and Travel expenses

On July 1st of each fiscal year CONTRACTOR shall invoice COUNTY for a one (1) time payment in an amount equal to two (2) times the amount of the monthly average of the previous fiscal year, or for an amount mutually agreed upon by COUNTY and CONTRACTOR. The one-time advance payment shall be made to CONTRACTOR within **thirty days (30) days** of the receipt of the invoice. All further payments to CONTRACTOR shall be paid by actual amounts claimed monthly by CONTRACTOR. In the event that any of the funds advanced to CONTRACTOR for the one-time yearly advance remain unspent, CONTRACTOR shall return such funds to COUNTY within thirty days (30) days of the end of the fiscal year or upon termination of the Agreement.