

**NAPA COUNTY AGREEMENT NO. 220056B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220056B** is effective as of the 9<sup>th</sup> day of November 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **ON THE MOVE, INC.**, a California nonprofit corporation whose mailing address is 780 Lincoln Avenue, 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 August 17, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220056B (hereinafter referred to as "Agreement") for CONTRACTOR to provide services for the Housing Navigators Program (HNP) to assist foster youth ages 18 through 24 to secure and maintain housing; and

**WHEREAS**, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to extend the term through October 30, 2025, increase the contract maximum payable to CONTRACTOR to incorporate additional grant funds; replace Exhibit A with Exhibit A-1 (Scope of Work) to revise the reporting requirements from annual to biannual for the second round of funding; and replace Exhibit B with Exhibit B-1 (Compensation) to amend the Agreement's budget.

**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. Section 3 Specific Terms and Conditions Section 3.4 is modified as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 of the original agreement and shall expire on **October 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (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).

2. The maximum amount of payment on Page 1 of the Agreement shall be **Thirty Four Thousand Five Hundred Ninety Dollars (\$34,590.00)**, reflecting an increase of

**Seventeen Thousand Two Hundred Ninety Five Dollars (\$17,295.00)**; 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.

3. Exhibit A is hereby replaced with “Exhibit A-1” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-1” commencing as of the effective date of this Amendment.
4. 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.
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. 1 to Napa County Agreement No. 220056B as of the first date written above.

ON THE MOVE, INC.

By Alissa dy Aldo  
ALISSA ABDO, Executive Director  
Signature ID: 333e513215f  
04/18/2023 00:42:58 UTC

By Joe - 8  
JOHN WAGNER, Director of Finance and Operations  
Signature ID: 333e513215f  
04/18/2023 00:48:35 UTC

“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<br/>Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: April 12, 2023</p> | <p>APPROVED BY THE NAPA<br/>COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS<br/>Clerk of the Board of<br/>Supervisors</p> <p>By: _____</p> |
|---|--|--|

**EXHIBIT A-1**  
**SCOPE OF WORK**

**I. BACKGROUND**

Pursuant to the Budget Act of 2019, as amended by Senate Bill 109, the California Department of Housing and Community Development (HCD) shall allocate \$5 million in funding to counties for Housing Navigators to help young adults secure and maintain housing, with priority given to young adults in the foster care system. The allocation amount of \$17,295 was based on the County's percentage of the total statewide number of young adults aged 18 through 24 in foster care. There are a total of two (2) Housing Navigators Program (HNP) rounds, with the allocation of \$17,295 per round based off the County's percentage of the total number of young adults aged 18 through 24 years in foster care statewide.

**II. SERVICES**

CONTRACTOR shall provide the following services with priority given to young adults in the State's Foster Care system:

- A. Housing Navigators to act as a housing specialist to assist young adults locate available housing and overcome barriers to locating housing. Housing Navigators activities may include, but are not limited to:
  - Assist young adults in the foster care system or formerly in the foster care system aged 18 through 24 referred by Child Welfare Services (CWS) to secure and maintain housing to prevent youth from becoming homeless; and
  - Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.
- B. Housing Navigators shall complete an intake form for each youth assisted.
- C. Contractor shall post Housing Navigators contact information on website.

**III. CONTRACT MONITORING**

- A. CONTRACTOR is responsible for maintaining all documentation required for monitoring. This includes maintaining books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as listed in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the County and HCD for a period of three years.
- B. CONTRACTOR shall submit a completed annual report each year by July 15<sup>th</sup>, following the distribution of HNP program funds for the previous fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).

The Annual Report is provided by HCD and shall be submitted electronically to County program staff, who will then submit the report to HCD no later than July 31<sup>st</sup>. The Annual Report pertains to Round One of funding and addresses the following:

- How many people were served?
- What were the funds used for?
- Who were the housing navigator(s)?
- How many people served were in the foster care system?

CONTRACTOR shall submit Biannual Reports for Round Two funding by January 15<sup>th</sup> of each year covering the reporting period July 1<sup>st</sup> to December 31<sup>st</sup> and by July 15<sup>th</sup> of each reporting year, covering the reporting period of January 1<sup>st</sup> to June 30<sup>th</sup>. The Biannual Report is provided by HCD and shall be submitted electronically to County program staff, who will then submit the report directly to HCD.

- C. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- D. CONTRACTOR shall participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of youths receiving Housing Navigators Services, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
- E. CONTRACTOR shall be available for direct contact by the COUNTY staff in order to maintain open communication and sharing of information regarding mutual youth in the administration of the Housing Navigators program.
- F. COUNTY program staff shall schedule and participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of youths receiving Housing Navigator Services, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.
- G. COUNTY program staff shall be available for direct contact by the CONTRACTOR staff in order to maintain open communication and sharing of information regarding youth in the administration of the HNP.
- H. COUNTY program staff shall provide CONTRACTOR with all regulations and policies related to administering the HNP.

#### **IV. DOCUMENTATION**

- A. CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the COUNTY, in addition to any requirements specified in the General Terms and Conditions.

- B. CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY's use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit and substantiation of claims for payment of services.
- C. Upon written notice from it CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.

V. **CONFIDENTIALITY**

- A. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
- B. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- C. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.
- D. 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**

Round (1) 19-HNP-14112 – Available through June 30, 2023

|                                   |                 |
|-----------------------------------|-----------------|
| Housing Navigators Staffing       | \$15,723        |
| Operating Expenses (10% Indirect) | \$1,572         |
| <b>Total</b>                      | <b>\$17,295</b> |

Round (2) 21-HNP-17389 – Available November 9, 2022 through October 30, 2025

|                                   |                 |
|-----------------------------------|-----------------|
| Housing Navigators Staffing       | \$15,723        |
| Operating Expenses (10% Indirect) | \$1,572         |
| <b>Total</b>                      | <b>\$17,295</b> |

CONTRACT Maximum shall not exceed \$34,590.

CONTRACTOR shall use all of this funding to support Housing Navigators to help young adults ages 18 through 24 secure and maintain housing, with priority given to young adults in the foster care system.

CONTRACTOR shall prepare and submit an invoice thirty (30) days after the conclusion of each calendar month in which services were provided. Invoice shall include back up documentation pertinent to the annual reporting criteria addressed in the scope of work and include date of service, service provided, and name of youth receiving service.