

**NAPA COUNTY AGREEMENT NO. 210357B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 210357B is effective as of the _____ day of _____ 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NAPA COUNTY OFFICE OF EDUCATION**, 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 June 22, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210357B (hereinafter referred to as "Agreement") for CONTRACTOR to expand its Student Assistance Program (SAP) at Napa County Court and community schools to offer mental health screening, assessment, and Prevention Early Intervention (PEI) services to students at-risk of or involved with the juvenile justice system; and

WHEREAS, the Parties wish to amend the Agreement to decrease the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof, and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B with Exhibit B-1 (Compensation and Expense Reimbursement).

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 **EIGHTY THOUSAND DOLLARS (\$80,000.00)**, reflecting a decrease of **One Thousand Six Hundred Dollars (\$1,600.00)**; 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 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 No. 1.
3. 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.
4. 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 to Napa County Agreement No. 210357B as of the first date written above.

NAPA COUNTY OFFICE OF EDUCATION

By Barbara Nemko
BARBARA NEMKO, Superintendent

By Joshua Schultz
JOSHUA SCHULTZ, Deputy Superintendent

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair of the Board of
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: Rachel L. Ross (e-signature)</p> <p>_____ Deputy County Counsel</p> <p>Date: July 27, 2022</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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SCOPE OF WORK

Exhibit A-1

Court and Community Schools Student Assistance Program (SAP) Prevention and Early Intervention (PEI) Project

**July 1, 2022, through June 30, 2023
(and each subsequent automatic annual renewal)**

BACKGROUND

The Court and Community School Student Program (SAP) Prevention and Early Intervention (PEI) implements services for students in settings where prevalence is known to be high and utilization low, specifically students in non-traditional schools and those involved in the justice system. The Court and Community Schools serve students who are expelled by the county's school districts or referred by the courts or school districts for reasons of truancy and/or behavior.

Community needs addressed by program:

- Social emotional needs of youth are not addressed in traditional academic curriculum.
- Student success relies on students feeling safe and having the social emotional skills to learn.
- Schools are a common place where students social emotional needs are identified but often have few resources to serve these needs.

PROGRAM GOALS

1. Improvement in PHQ-9 scores on last assessment score before end of support services
2. Students and their families use mental health supports and services from program staff and other providers
3. Students and families receive school based early intervention services that promote wellness, foster health, and prevent suffering from untreated mental illness.

DESCRIPTION OF SERVICES

Students referred to the Court and Community School SAP are considered at a "Tier Three" level of academic intervention: NCOE Court and Community Schools serve students in Tier Three. Students are referred to the schools because of identified needs.

Screening

All students are evaluated at intake for mental health concerns and if indicated are assessed using the Patient Health Questionnaire: Depression Module (PHQ-9).

Mental Health Supports and Services

Students who indicate risks are offered mental health supports and services:

- Individual mental health support on site and/or virtually by the NCOE Social Worker and/or Intervention Coordinator.

- Referrals for mental health services are sent to: Mentis, Aldea, Stanford Sierra Youth and Families, Napa County Mental Health, Kaiser and/or other identified health care provider.

SERVICE DEFINITIONS

Screening

CONTRACTOR shall screen all students referred to Court and Community Schools to identify mental health issues.

Mental Health Supports and Services

CONTRACTOR shall provide students with individual mental health support on school site, virtually, and/or through home visits. Services shall be provided by the Social Worker and/or Intervention Coordinator. CONTRACTOR shall refer student for mental health services to Napa County Mental Health or community providers as indicated.

Mental Health Screening and Supports

CONTRACTOR shall aim to improve scores in pre and post mental health assessments.

- PRE: Score from first assessment.
- POST: Last assessment score before support ceased (if available).

Evaluation

CONTRACTOR shall be required to participate in the Mental Health Division's PEI Evaluation process. The evaluation supports the implementation of and fidelity to evidence-based and/or community defined best practice and aligns program activities with the current PEI regulations. The COUNTY reserves the right to change or adjust data requirements and evaluation process in order to align and adhere with the evolving State MHSa PEI regulations. CONTRACTOR shall be required to report progress on Organizational Partnerships, Outreach Data, Workshop Topics and Attendance, Participant Demographics, Number of Screenings and Referrals.

CONTRACTOR shall also track the success of the Court and Community Schools Student Assistance PEI Program by working with the COUNTY's Evaluator to collect and measure the following outcomes as determined by CONTRACTOR and COUNTY through the development of program logic models and outcomes report templates:

- # of students screened
- # of students assessed using PHQ-9 and score of initial assessment
- # of Student Support Team meetings/roster of those in attendance
- # of students with/indicated or assessed risks
- # of students identified as higher risk
- % of students identified as higher risk
- # of students receiving support from CCS staff
- # of students referred for mental health services with other providers

All reports shall be submitted on spreadsheet templates and forms provided by the COUNTY unless another reporting method is approved by the COUNTY. The COUNTY reserves the right to request additional information and data it may deem necessary.

Staff Supervision and Agency Responsibilities

To preserve the autonomy and efficient functioning of CONTRACTOR staff performing these services, direct supervision of all CONTRACTOR staff shall be the sole responsibility of CONTRACTOR. However, CONTRACTOR staff shall be expected to coordinate and cooperate with COUNTY staff to achieve maximum outcomes.

Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. Data collection requirements are determined by PEI regulations and the Mental Health Division and the development of data collection tools will be supported by the evaluation as indicated. CONTRACTOR shall submit reports of activities and outcome measures two (2) times per year to the MHS Project Manager.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to:
 - Service Logs
 - Client Demographic Logs
 - Events, services and trainings sign-in sheets.
 - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - Other documentation as needed
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- CONTRACTOR shall perform internal quality management activities, including chart/log audits. CONTRACTOR shall provide evidence of its internal quality management activities on a quarterly basis or upon request by the COUNTY.
- COUNTY shall monitor CONTRACTOR’S provision of services by conducting at least one site visit per year.

- COUNTY shall give a 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that shall need to be available at the time of the visit.
- Audit visits may require the review of the following documents: records which delineate outreach, services, trainings, etc provided to specific groups, providers or organizations and the date of the outreach, services, training, etc. including documentation of educational training curriculum, and documentation of staff hours in providing the outreach, services, trainings, etc. The visit may also include a review of the documentation of CONTRACTOR'S internal quality management activities with a focus on key quality factors (such as the appropriateness of the educational training curriculum) and key risk factors (such as the adherence to Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funding standards) as well as risks for the individual with mental illness. COUNTY may add additional elements to be reviewed at any time.
- COUNTY shall perform the site visit utilizing a monitoring tool. COUNTY shall provide CONTRACTOR with the opportunity to respond (within 30 days of the site visit) to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.
- CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

ANNUAL REVIEW OF PERFORMANCE

CONTRACTOR shall meet once a year with COUNTY to coordinate and review fulfillment of contract terms and addresses any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall provide cultural competence training, to all staff, and submit documentation of training, including sign in sheets and flyers. Staff can also participate in cultural competence trainings offered by COUNTY. Either CONTRACTOR or COUNTY provided trainings are acceptable.

RECOGNITION OF COUNTY FUNDING

All press releases, media advisories, printed materials, other press material, and social media referencing programs funded by MHSA must include the following tagline at the bottom of the release/ advisory:

The Court and Community Schools Student Assistance Program is funded by Napa County Health and Human Services through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the Napa County Mental Health Division, which strives to improve mental health outcomes for individuals and families throughout the community.

CONFLICT RESOLUTION AND MEDIATION

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Mental Health Director or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

MHSA ISSUES RESOLUTION PROCESS

If the CONTRACTOR is dissatisfied with any MHSA activity or process, the CONTRACTOR may submit a grievance by completing a MHSA Issue Resolution Form. The grievances may be submitted in writing, fax or on the COUNTY website:

[MHSA-Issue-Resolution-Form-1-27-2021 \(countyofnapa.org\)](https://www.countyofnapa.org/mhsa-issue-resolution-form-1-27-2021)

DECREASES IN STATE ALLOCATION OF MHSA FUNDS: BUDGET CONTINGENCIES

COUNTY may adjust or revise CONTRACTOR'S budget as needed due to increases or decreases in the amount of funds available for CONTRACTOR'S program(s). If it becomes necessary to reduce the CONTRACTOR's funding, COUNTY shall notify CONTRACTOR as soon as official notice has been received and COUNTY shall work with CONTRACTOR to prepare a revised budget plan and amend this agreement to reflect the increase or decrease of MHSA funds for Prevention and Early Intervention services.

COMPENSATION AND EXPENSES REIMBURSTMENT

EXHIBIT B-1

**Court and Community Schools Student Assistance Program (SAP)
Prevention and Early Intervention (PEI) Project**

**From July 1, 2022, through June 30, 2023
(and each subsequent automatic annual renewal)**

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Court and Community Schools SAP Prevention and Early Intervention Project deliverables as described in Exhibit A. The CONTRACTOR must submit an invoice or claim form to the County Mental Health Fiscal Analyst until the contract maximum is reached. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year.

CONTRACTOR shall have the flexibility of transferring expenditure amounts between line items in the Program Budget, provided that no transfer shall exceed twenty percent (20%) of the line item from which funds are transferred. Any transfer in excess of 20% per line item must be approved in writing in advance by COUNTY Mental Health Director or designee.

II. Fiscal Reporting

CONTRACTOR shall maintain an accurate record of all services provided. Promptly at the end of each calendar month CONTRACTOR shall provide COUNTY with a written statement itemizing all billable services provided. CONTRACTOR shall be entitled to compensation only for deliverables as described in Exhibit A. CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY.

A. EXPENDITURES		Total Amount
1. Human Resource Expenditures		\$58,410
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/hourly/contract employees as appropriate.		
2. Operating Expenditures		\$13,520
This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach and promotional expenses.		
3. Subtotal Human Resources and Operating Expenditures		\$71,930
4. Administrative Overhead Attributable to the Project/Program	11.219%	\$8,070
5. TOTAL PEI PROGRAM BUDGET		\$80,000