

**NAPA COUNTY AGREEMENT NO. 210038C
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 210038C is effective as of the 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting by and through its Purchasing Agent, and **LUCK PECAS LUCKEY**, 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, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210038C (hereinafter referred to as the "Agreement") for CONTRACTOR to provide staff coaching and a Safety Organized Practice (SOP) approach to domestic violence; and

WHEREAS, as of December 15, 2020, the Parties amended the Agreement to replace Exhibit B with Exhibit B-1 to allow for additional trainings to staff with no change to the contract maximum; and

WHEREAS, as of July 1, 2021, the Parties amended the Agreement to increase the contract maximum; amend the Agreement to replace Exhibit A with Exhibit A-1 to add training and coaching around substance abuse and replace Exhibit B and Exhibit B-1 with Exhibit B-2 to revise the daily rates and total maximum paid to CONTRACTOR; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to decrease the contract maximum; amend the Agreement to replace Exhibit A-1 and all previous versions of Exhibit A with Exhibit A-2 (Scope of Work) to decrease training around continuous quality improvement tools and revise training deliverables; and replace Exhibit B-2 and all previous versions of Exhibit B with Exhibit B-3 to revise the daily rates and total maximum paid to CONTRACTOR to reflect the decrease in services provided.

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 for FY 22-23 and each automatic renewal thereof shall be **Eighteen Thousand Dollars (\$18,000.00)** per fiscal year, reflecting a decrease of **Twenty Thousand Seven Hundred Dollars (\$20,700.00)** 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-1 shall be replaced with "Exhibit A-2," attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit A-1 and all previous

versions of Exhibit A shall refer to "Exhibit A-2" as of the effective date of this Amendment.

3. Exhibit B-2 shall be replaced with "Exhibit B-3," attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B-2 and all previous versions of Exhibit B shall refer to "Exhibit B-3" as of the effective date of this Amendment.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 of Napa County Agreement No. 210038C as of the date first above written.

By  _____
LUCK PECAS LUCKEY

"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: <i>Corey S. Utsurogi</i> Deputy County Counsel</p> <p>Date: 6/1/2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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-2
SCOPE OF WORK

Effective July 1, 2022 through June 30, 2023
(and each automatic renewal thereof)

CONTRACTOR shall provide the following services:

I. PURPOSE

CONTRACTOR shall support Napa County Child Welfare Services (COUNTY) in continue to implement a safety-organized approach to working with families experiencing domestic violence. CONTRACTOR shall create quality improvement tools for evaluating cases involving domestic violence and substance abuse. This will allow the COUNTY to strengthen its existing family-centered services and practice to benefit workers, supervisors and managers and to improve outcomes for local children, youth and families. Best practice responding to domestic violence for Child Welfare Services workers integrates a safety-organized approach with Structure Decision Making (SDM) when working with survivors and perpetrators of domestic violence. CONTRACTOR shall model and facilitate strength-based skills with both onsite and virtual training and coaching to coaches, staff, analysts and supervisors to support practice sustainability over time. Training in safety-organized concepts and tools promotes balanced assessments of the complicating factors of caregiver substance abuse.

II. DELIVERABLES

A. Training - SOP Approach to Domestic Violence

A) Partnering with Survivors

- Module 1 Assessing DV and the SDM System
- Module 2 Interviewing Survivors
- Module 3 Survivor and Child Centered Safety and Case Planning

B) Engaging Perpetrators

- Module 4 Assessing Perpetrators as Caregivers
- Module 5 Interviewing Perpetrators
- Module 6 Safety and Case Planning with Perpetrators

B. Training - Assessing Effects of Substance Use on Caregiver Functioning

- Day 1: Introduction
- Day 2: Investigations and Safety Planning
- Day 3: Ongoing Safety and Case Planning

C. Mini Training Series for Emergency Response

CONTRACTOR shall create curriculum for and provide four (4) onsite distance coaching or online Zoom training (at COUNTY request) for COUNTY staff on a variety of SOP topics as well as using SDM tools to improve assessments and skill development. CONTRACTOR shall focus on engagement strategies, culturally responsive practice, use of Structured Decision Making (SDM) tools and rigorous safety plan development in collaboration with family and network member.

- 1) Interviewing Children - Interviewing Children-**virtual** (SOP tools, follow-up questions, hotline SDM tool)
- 2) Interviewing Survivors-**onsite** (engagement, SFQ skill building, mapping)
- 3) Safety Networks and Safety Planning-**onsite** (DV safety planning key points, network grid, building harm/worry statement *with* families, practice circles of safety and support)
- 4) Interviewing Perpetrators-**virtual** (do/don't, barriers to engagement, SFQs, practice meeting perpetrator)

D. Full Day Skills Lab for Child Family Team Facilitators

CONTRACTOR shall create curriculum and provide one (1) onsite training for COUNTY staff. CONTRACTOR shall align the statewide Child and Family Team Meeting (CFTM) dialogue structure with a safety-organized (SOP) approach to working with families experiencing domestic violence (DV). This skills lab shall focus on deepening a facilitator's confidence and skills to use fundamental SOP DV values, principals, core components, strategies, and most importantly practice procedures for assessing DV when conducting either case management or safety planning CFTM's. The objective is to ensure survivor and child safety before, during, and after meetings; develop and engage active safety networks that can hold the perpetrator responsible for behavior change; develop meaningful safety; and case plans within a team setting that builds on family's underlying strengths and needs.

III. INTELLECTUAL PROPERTY RIGHTS LANGUAGE

LPL consulting owns all intellectual property rights, title, and interest including materials and curriculum copy rights for the program, A Safety Organized Approach to Domestic Violence

COUNTY will have permission to use these materials for its internal purposes with no sublicensing rights.

COUNTY agrees not to reproduce, modify or create any additions for the purpose of training for trainers, or contract any internal or external trainers to deliver LPL intellectual property.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, training, discussion, 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-3
COMPENSATION

Effective July 1, 2022 through June 30, 2023
(and each automatic renewal thereof)

CONTRACTOR shall be reimbursed as listed in the chart below.

Services	Daily Rate	Maximum
Partnering with Survivors Training	\$1,200 per day	\$3,600
Engaging Perpetrators Training	\$1,200 per day	\$3,600
Assessing Effects of Substance Use on Caregiver Functioning Training	\$1,200 per day	\$3,600
SOP DV Mini Training/Coaching for Emergency Response	\$1,200 per day virtual \$1,600 per day in person	\$5,600
SOP/SDM In Person Coaching for Child Family Team Facilitators	\$1,600 or \$1,200 if offered online via Zoom	\$1,600
Contract Total		\$18,000

The Daily Rate (onsite 9am-4pm) is inclusive of travel cost/expenses, onsite planning, preparation, planning, calls, pre-planned case consultations and correspondences. *Materials, copies and case review are not included.*

COUNTY will provide CONTRACTOR notice of cancellation 10 calendar days prior to a scheduled training. Cancellations made in fewer than 10 calendar days' notice will be billed at costs listed in the compensation table.

TOTAL COSTS NOT TO EXCEED = \$18,000

CONTRACTOR shall submit claims for payment within 60 days of the end of the month that the service(s) were provided identified in the claim. CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 60 days after the provision of such service(s).