

**NAPA COUNTY AGREEMENT NO. 230012B
AMENDMENT NO. 1**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and SHARED VISION CONSULTANTS, INC., a California corporation, whose mailing address is 8064 Via Zapata, Dublin, CA 94568, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into that Napa County Agreement No 230012B (the “Agreement”) under which CONTRACTOR agreed to provide prevention strategies and services integration for at-risk youth and their families; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term an additional year and revise the hourly consultant rate; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 230012B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on July 1, 2022, and shall expire on June 30, 2025 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said 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 said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 3 is hereby amended to read in full as follows:

Compensation.

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached to Amendment No. 1 and incorporated by reference herein.
 - (b) Expenses. Other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1."
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED TWENTY-ONE THOUSAND, FOUR HUNDRED EIGHTY DOLLARS (\$121,480); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
3. On and after the effective date of this Amendment No.1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
4. Except as provided in Paragraph (1) – (2) above, the terms and conditions of the Agreement shall remain in full force and effect.
5. **Electronic Signatures.** This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Amendment and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

SHARED VISION CONSULTANTS, INC.

By _____
LISA MOLINAR, President

By _____
MARK MOLINAR, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel Date: <u>May 23, 2024</u></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”
SCOPE OF WORK

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide facilitation and consultant services to COUNTY to assist in developing a county -wide inclusive fully integrated system of care for COUNTY’S Probation youth that will include prevention services, intervention services and transition services.

The goal of this process shall be to identify ways to assist in developing the MOU’s, support and strengthen the current services and increase linkages via a System of Care to improve overall communication and practice within the COUNTY that support youth and families.

CONTRACTOR shall provide COUNTY with the following services:

- Consultation with the COUNTY Probation Department staff
- Facilitate meetings with the staff and Leadership
- Work with COUNTY to develop a framework for discussion at both the leadership and a community-based level
- Developing a strategic process and timeline
- Identifying key stakeholders and county partners to be included in the process,
- Develop a plan to engage partners and stakeholders
- Organizing meetings and inviting partners
- Identifying current services and potential resources and needs assessment
- Link the plan with the COUNTY CSA and SIP and other required reports
- Facilitating virtual meetings initially with identified partners and stakeholders to introduce the project, outline a timeline, process, plan and integrate feedback, and input
- Develop agendas and take and disseminate minutes of meetings
- Facilitate plan development and evaluation recommendations
- Examine available data including SIP outcome measure reports
- Prepare updates for JJCC and JJC as needed
- Write the JJCPA/YOBG reports
- Administrative assistance as needed for support of the process

Meetings shall be held virtually via Zoom, conference calls, or other virtual platforms at a time agreed upon with the COUNTY.

Timelines

In fiscal year 2022-2023 groups and surveys will be identified, convened, developed, oriented, and facilitated. Summaries of the surveys and stake-holder’s meetings will be prepared, Data will be examined.

Updates to be prepared prior to meetings in January, April and September. The Annual Probation report to the State is due in April.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-1”
COMPENSATION AND EXPENSE REIMBURSEMENT

The following table details the deliverables, hours and cost for delivery of the services. From July 1, 2022, though June 30, 2024, all hours billed at \$160/hour.

Beginning July 1, 2024, all hours billed at \$190.00/hour.

SERVICES	HOURS	FEE
<p>Consultation and facilitation</p> <p>Monthly / bi-monthly virtual meetings with COUNTY Staff and leadership to plan the process and develop a timeline. Conduct needs assessment, identify key stakeholders, identify current services county-wide. Analyze current service effectiveness, barriers to service development and service delivery.</p> <p>Develop agendas, organize meetings, take and distribute minutes.</p> <p>Convene stake-holder’s virtual meetings. Prepare agendas, invite stakeholders, organize meeting times, take and disseminate minutes.</p> <p>Identify appropriate community members for survey. Develop and prepare survey tools. Summarize findings.</p>	633	\$101,280
<p>Supplies</p> <p>Office supplies and materials</p>		\$1,000
<p>Data Review</p> <p>Identify key data sources such as State SIP data, Community data bases, etc. Pull data reports to inform and examine outcomes, barriers and needs. Identify ongoing data needs.</p>	40	\$6,400
<p>Prepare updates for Leadership team</p> <p>Prepare quarterly / tri annual updates for JCC and JJCC teams regarding the planning process with steps taken, tasks accomplished, insights and next steps. Write the JJCPA/YOBG and the SB 823 plans.</p>	80	\$12,800
<p>TOTAL</p>		\$121,480

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed \$121,480.