Napa County

Board of Supervisors Chambers
1195 Third Street, Third Floor
Napa, CA 94559

Agenda - Final

Tuesday, August 11, 2026
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

https://www.napacounty.gov/

GENERAL INFORMATION

The Board of Supervisors meets in person on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 305, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting 707-253-4580 or email clerkoftheboard@countyofnapa.org.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Levine Act Compliance: The Levine Act (Government Code Section 84308) governs contributions in Board of Supervisor proceedings related to licenses, permits, or entitlements, as defined in the Act. Board members are prohibited from accepting contributions exceeding $500 from parties, their agents, or participants during such proceedings and for 12 months after a final decision. If a Board member received a contribution exceeding $500 within the past 12 months, disclosure is required on the record, and the member must not use their position to influence decisions. Parties and participants must disclose applicable contributions exceeding $500 on the record, providing the following: • Name of the party or participant and any other person making the contribution • The name of the recipient • The amount of the contribution; and • The date the contribution was made. This information does not constitute legal advice. Parties and participants are advised to consult their legal counsel for guidance on compliance.

PUBLIC COMMENT

The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

ON A MATTER ON THE AGENDA

Please proceed to the podium when the matter is called and, after receiving recognition from the Chair, give your name and your comments or questions. In order for all interested parties to have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board but are generally limited to three minutes.

ON A MATTER NOT ON THE AGENDA OR ANY CLOSED SESSION AGENDA ITEM

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is generally limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. Any comments on the closed session agenda shall be made during the time allotted for General Public Comment.

How to Watch or Listen to the Napa County Board of Supervisors Meetings

The Board meets pursuant to the annually adopted meeting calendar available at the following link:

https://napa.legistar.com/Calendar.aspx

Members of the public may also attend all open and public meetings of the Board via two-way telephonic service by calling 707-299-1776. In the event of a disruption to the two-way telephonic service, open session will recess while good faith efforts are made to restore access, and the Board may resume open session only as permitted by Government Code section 54953.4 and the Board's adopted Remote Access Disruption Policy.

Other means of remote participation by members of the public are provided for convenience only. In the event that any of these other, remote participation options malfunction for any reason, the Board reserves the right to conduct the meeting without attempting to restore them.

1. Watch via YouTube at https://www.youtube.com/@NapaCounty/streams.

2. Watch online at https://napa.legistar.com/Calendar.aspx (click the "In Progress" link in the "Video" column).

3. Watch on Napa Valley TV Channel 28.

4. Watch on Zoom via www.zoom.us/join (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).

5. To listen or watch in Spanish, please visit https://www.napacounty.gov/3723/Junta-de-Supervisores

If you are unable to attend the meeting in person and wish to submit a general public comment or a comment on a specific agenda item, please do the following:

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.

2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board.

In the event of a telephone malfunction which cannot be resolved pursuant to the Remote Access Disruption Policy or email malfunction which prevents a member of the public from submitting or making a public comment remotely, the Board reserves the right to receive only those public comments made in person.

For more information, please contact the Clerk of the Board's office at 707-253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-68**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing August 2 - 8, 2026 as "Farmers' Market Week" in Napa County. (No Fiscal Impact) **26-1524**

Attachments: Proclamation

B. Presentation of a Proclamation recognizing August 2026 as "Child Support Awareness Month" in Napa County. (No Fiscal Impact) **26-1542**

Attachments: Proclamation

5. CONSENT CALENDAR

Agricultural Commissioner

A. Approve and authorize removing a deprecated, obsolete, and unusable security camera system, Asset No. 100465, from the Agricultural Commissioner's Inventory. (No Fiscal Impact; Discretionary) **26-1538**

Attachments: Capital Asset Adjustments Form

Auditor-Controller

B. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2026. (Fiscal Impact: $73,953 Revenues, Various Divisions; Budgeted; Discretionary) **26-1535**

Attachments: Report

C. Adopt a Resolution to authorize the issuance of the Fiscal Year 2025-26 promissory note for delinquent secured property taxes including the creation of a Teeter Note Reserve, and the continuance of the Teeter Plan for Fiscal Year 2026-27. (Fiscal Impact: $2,022,981 Revenue; Various Funds; Budgeted; Mandatory) **26-1568**

Attachments: Resolution & Promissory Note
Attachment A
Attachment B

Clerk of the Board

D. Approval of minutes from the July 28, 2026 regular meeting. (No Fiscal Impact) **26-107**

Attachments: July 28, 2026

E. Reappoint Julie Chambon, Monica Cooper, Albert Filipelli, Miguel Garcia, and Mathias Kondolf for a third term, to the Napa County Technical Advisory Group. The terms of office shall commence immediately and expire on June 30, 2028. (No Fiscal Impact) **26-1384**

Attachments: Chambon Request
Cooper Request
Filipelli Request
Garcia Request
Kondolf Request

County Executive Office

F. Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Providence Community Health Foundation Napa Valley to provide support and community benefit. (Fiscal Impact: $1,500 Expense; Budgeted; General Fund; Discretionary) **26-1559**

Health and Human Services Agency

G. Approve and authorize 13 agreements for services supporting Behavioral Health Early Intervention services funded through the Behavioral Health Services Act (BHSA) totaling $3,821,700 for terms from July 1, 2026, through June 30, 2029. (Fiscal Impact: $3,821,700; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1430**

Attachments: Mentis Inc. (Healthy Minds)
UpValley (CLARO/CLARA)
On the Move (LGBTQ)
UpValley (UVFC)
ParentsCAN (Parent Stress)
Cope (Triple P)
CommuniCare (CCOLE)
Cope (Family Support Hub)
UpValley (Triple P)
ParentsCAN (Triple P)
Share the Care
Molly's Angels
Mentis, Inc. (Bridges Brief Support)

H. Approve and authorize Agreement No. 270120B with the California Department of Health Care Services (DHCS) for the Intergovernmental Agreement Regarding Transfer of Public Funds for the term January 1, 2025 through June 30, 2028 for the transfer of approximately $2,000,000 to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates, which includes the 20% assessment fee retained by DHCS. (Fiscal Impact: $2,000,000 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-1534**

Attachments: Agreement

Housing & Community Services

I. Approve and authorize the application and acceptance of U.S. Department of Housing & Urban Development Fiscal Year 2026 Continuum of Care Program Annual Funding Competition funding for a total of $973,260 to provide certain homeless services in future fiscal years. (Fiscal Impact: $973,260 Revenue; Housing & Community Services Programs Fund; Not Budgeted; Discretionary) **26-1406**

J. Approve and authorize Amendment No. 9 to Agreement No. 210018B with Abode Services, Inc., increasing the contract maximum from $4,662,140 to $4,895,170 for the term July 1, 2026, through June 30, 2027, for the provision of homeless shelter operations, case management and housing placement services. (Fiscal Impact: $233,030 Expense; Housing & Community Services; Budgeted: Discretionary) **26-1543**

Attachments: Agreement

Human Resources – Division of CEO's Office

K. Approve and authorize Agreement No. 270123B with Claremont Behavioral Services Inc., dba Claremont EAP, to continue providing the Employee Assistance Program. (Fiscal Impact: $125,000 Expense; General Fund; Budgeted; Discretionary) **26-1465**

Attachments: Agreement

Probation

L. Approve and authorize Agreement No. 270058B with Redwood Toxicology Laboratory for a term through June 30, 2027 for a maximum compensation of $56,500 to provide drug screening services for adults and juveniles on probation/formal supervision. (Fiscal Impact: $56,500 Expense; General Fund; Budgeted; Discretionary) **26-1253**

Attachments: Agreement

Public Works

M. Award the construction contract for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project (RDS 22-26) to FBD Vanguard Construction, Inc. in the amount of $676,229; approve Amendment No. 4 to Agreement No. 250052B with Sanderson Bellecci, Inc. (SANBELL) increasing the agreement maximum from $278,668 to $399,925, for construction-phase mitigation monitoring services and approve a Budget Amendment. (Fiscal Impact: $1,077,252 Expense for the contracts and other project costs; SB-1; Budgeted ($100,000 budget reallocation); Accumulated Capital Outlay; Not Budgeted ($977,252 budget reallocation from a later phase of HSIP 11); Discretionary)
[4/5 vote required] **26-1427**

Attachments: Agreement
Budget Summary

N. Award a Construction Contract to North Bay Excavation, Inc., of Valley Ford, CA in the amount of $158,325 for the "Redwood Road MPM 5.41 Project," RDS 26-22. (Fiscal Impact: $234,906 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary) **26-1536**

Attachments: Budget Summary

O. Award of Construction Contract to CRE Construction Group, Inc. of Granite Bay, California in the amount of $238,663 for the "Napa Library Building Maintenance Project," PW 25-13A. (Fiscal Impact: $238,663, Library Fund; Budgeted; Discretionary) **26-1548**

Attachments: Budget Summary

6. PUBLIC COMMENT
For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors, Special Districts and any Closed Session agenda item. (see page 1)

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

County Executive Office

A. Receive a presentation from the Rural County Representatives of California (RCRC) President and CEO Patrick Blacklock regarding the organization's 2025-2027 Strategic Plan, legislative priorities, and the activities of its affiliate entities supporting California's rural counties. (No Fiscal Impact) **26-1387**

10. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Conduct a public hearing to consider an appeal filed by Appellant Ariane Matschullat and Weathervane Ranch concerning the Napa County Planning Commission's decision on April 1, 2026, to approve the Hagafen Cellars Winery Use Permit Major Modification No. P19-00121-MOD submitted by Norman Weir. (No Fiscal Impact) **26-1289**

(CONTINUED FROM JUNE 2, 2026)

Attachments:
Attachment A - Appeal Packet
Attachment B - Staff Responses to Grounds of Appeal
Attachment C - Applicant Additional Legal Argument
Attachment D - Final Conditions of Approval
Attachment E - Planning Commission Public Hearing Notice March 18, 2026
Attachment F - Comparison of Project-Specific and Standard Conditions of Approval
Attachment G - Graphics
Attachment H - Categorical Exemption Determination Memorandum
Attachment I - Public Comments Received After April 1, 2026 Planning Commission Meeting

11. ADMINISTRATIVE ITEMS

County Executive Office

A. Approve transmission of an "Oppose Unless Amended" position to the passage of Assembly Bill 1383 based upon the recommendation of the County's Pension, OPEB, and Section 115 Trust Advisory Committee. **26-1544**

Attachments: Minutes

12. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(3 Cases) **26-1373**

1. Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111, A176066

2. Name of Case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256

3. Name of Case: JMK-A LLC, JMC-B LLC, and JMK-C LLC v. County of Napa and Tracy A. Schulze; Napa County Superior Court Case No. 24CV001267

13. ADMINISTRATIVE ITEMS 2:00 PM

Napa County Groundwater Sustainability Agency

A. Adopt a Resolution of the Napa County Groundwater Sustainability Agency temporarily reducing fees for Fiscal Year 2026-27 and authorizing levy and collection of the fees on property tax bills. (Fiscal Impact: $752,350 Revenue; Groundwater Sustainability Agency Fund; Budgeted; Discretionary) **26-1428**

Attachments: Resolution
Exhibit A: GSA Fee Roll FY 26-27
Legal opinion re drain tiles

Planning, Building and Environmental Services (PBES)

B. Receive a presentation regarding potential administrative and efficiency-based amendments to Title 18 (Zoning) of the Napa County Code and provide direction regarding preparation of future ordinance amendments for Board consideration. (No Fiscal Impact) **26-1198**

Attachments: Attachment A - Joint Industry Letter April 10, 2026
Land Use Appeals 5.23 to 5.26 with staff costs

14. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, AUGUST 25, 2026 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, AUGUST 7, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-68

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

Presentation of the Pet of the Week. (No Fiscal Impact)

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1524

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Paulette Cooper, Deputy Clerk of the Board II

SUBJECT: Proclamation recognizing August 2 - 8, 2026 as Farmers Market Week

RECOMMENDATION

Presentation of a Proclamation recognizing August 2 - 8, 2026 as “Farmers’ Market Week” in Napa County. (No Fiscal Impact)

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Inclusivity & Community

Napa County Farmers' Market Week – August 2-8, 2026

WHEREAS, 187 California farmers, food makers, and artisan crafters play a vital role in ensuring that thousands of Napa County residents have direct access to nutritious, locally and regionally grown foods and handcrafted goods through the California Certified Farmers Markets in Calistoga, Napa, St. Helena, and Yountville; and

WHEREAS, farmers markets nationwide provide critical infrastructure for the distribution of agricultural and value-added products, contributing approximately $9 billion annually to the U.S. economy; and

WHEREAS, California Certified Farmers Markets in Napa County serve as significant outlets by which small-to-medium new, beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the stewardship of precious agricultural land; and

WHEREAS, Napa County recognizes the importance of the Calistoga, Kaiser Napa, Long Meadow Ranch, Napa, St. Helena, and Yountville Farmers' Markets as organizations that stimulate local business development and job creation; build community connections through direct to-consumer relationships; and help to ensure that all Napa County residents have access to fresh and nutritious, locally produced food; and

WHEREAS, in strong partnerships with the Napa County Agricultural Commissioner's Office, Environmental Health Division, and Health and Human Services Agency, California Certified Farmers Markets across Napa County are places community members can rely on to purchase locally grown produce and safely produced food; and

WHEREAS, the farmers markets in Napa County are dedicated to doing their part to address local food insecurity and last year provided over $200,000 in food assistance to increase equitable access to local food by our low-income neighbors; and

WHEREAS, a new regional initiative, Farmers Markets of Napa Valley, made possible through funding from the U.S. Department of Agriculture's Farmers Market Promotion Program, unites six California Certified Farmers Markets in Napa County under a shared platform designed to strengthen local agriculture, support small family farms, and connect residents and visitors with fresh, locally grown food.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 11th day of August 2026, does hereby proclaim the week of August 2 -8, 2026, as **Napa County Farmers Market Week**, in conjunction with the observance of National Farmers' Market Week. We call upon all Napa County residents to support the Calistoga, Kaiser Napa, Long Meadow Ranch, Napa, St. Helena, and Yountville Farmers Markets and their mission to support local farmers and provide inclusive places for the entire community to purchase farm-fresh produce, specialty foods, and artisan goods directly from the source.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1542

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Paulette Cooper, Deputy Clerk of the Board II

SUBJECT: Proclamation for Child Support Awareness Month- August 2026

RECOMMENDATION

Presentation of a Proclamation recognizing August 2026 as “Child Support Awareness Month” in Napa County. (No Fiscal Impact)

Child Support Awareness Month – August 2026

WHEREAS, **Child Support Awareness Month** recognizes the critical role that parents play in providing both emotional and financial support essential to the well-being and development of their children, enabling them to grow into healthy, productive, and well-adjusted adults; and

WHEREAS, Napa County affirms that consistent, timely financial support from all parents not only fosters a child's physical and emotional health but also plays a key role in reducing child poverty and promoting long-term family stability; and

WHEREAS, Napa County Department of Child Support Services has consistently been ranked as one of the top performing child support agencies in the State of California based on the federal performance measures, delivering quality services to those who live, work, or have family in Napa County; and

WHEREAS, during the past year, the dedicated staff of Napa County Department of Child Support Services has collected well over $10 million in child support, positively impacting the lives of over 2,300 families across the region; and

WHEREAS, the Governor of the State of California declared **August 2026** to be **Child Support Awareness Month** in the State of California, specifically mentioning that "providing children with a healthy start is one of the best investments our state can make."

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 11th day of August 2026, does hereby recognize **August 2026** as **Child Support Awareness Month** in Napa County, and in doing so, we encourage all members of the community to increase their understanding of the importance of timely and adequate payment of child support. Furthermore, this Board recognizes that every family, in all their diverse shapes and sizes, has different wants and needs, but that we all have the same shared goal of protecting and uplifting the generations of our future.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1538

TO: Board of Supervisors

FROM: Tracy Cleveland, Agricultural Commissioner/Sealer of Weights & Measures

REPORT BY: Rachel Diaz, Administrative Office Assistant

SUBJECT: Removal of Capital Asset from Agricultural Commissioner Inventory, E-Waste Disposal

RECOMMENDATION

Approve and authorize removing a deprecated, obsolete, and unusable security camera system, Asset No. 100465, from the Agricultural Commissioner's Inventory. (No Fiscal Impact; Discretionary)

BACKGROUND

Agriculture Department had a B&H Security Camera system installed in 2016. The security camera system was replaced by communications in 2023 and the old security camera systems were disposed, but remain on department's capital asset list.

Requested actions:

1. Declare Asset No. 100465 no longer required for public use;

2. Approve and authorize the Purchasing Agent and Auditor Controller to remove Asset No. 100465 from County Capital Asset listing and inventory.

3. Ratify the 2023 disposal of e-waste.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Auditor-Controller- Capital Asset Adjustments Form (Transfers/Retirements/Disposals)

This form is to be utilized for the disposal of capital assets, transfer of capital assets between departments, or request a new Tag Decal.

Contact/Custodian Person **Candace Fiske** Phone Number **(707) 253-4958**

Department **1600000** Fund _____ Subdivision _____

Asset Tag # Assigned **27241**

Asset Description **B&H Security Camera System**

Location of Asset **Communications - ewaste**

Authorized Signature Candace Fiske

Grant Funded Yes ☐ No ☒ (if yes, Federal ☐ State ☐ Other ☐)

If Grant Funded, attach grant documentation on disposal of assets ☐

☐ **Retirement:** Date of Event _____ Send to Purchasing with documentation (including BOS approval)

Purchasing Use Only

- ☐ Sold
- ☐ Auctioned (Please include Auction report)
- ☐ Surplus ☐ Surplus Accepted _____ Date _____
  Purchasing Authorized Signature
- ☐ Traded-in Amount of trade-in value $ _____ (attach documentation)
- ☐ Stolen (If stolen include copy of Police Report or explanation)
- ☐ Donated to _____
- ☒ Disposed Reviewed by: James "Andy" Ernest

☐ **Transfer of Asset:**

Current Custodian/Certifying Department _____
Authorized Signature

New Custodian /Certifying Department _____
Authorized Signature

New Dept _____ Fund _____ Subdivision _____

New location of Asset _____ Date of Transfer _____

☐ **Furnish New Asset Tag to Replace lost Asset Tag:**

Current Custodian/Certifying Department _____ Date _____
Authorized Signature

New Custodian/Certifying Department _____ Date _____
Authorized Signature

Should you have any questions or concerns regarding how to fill out this form please contact either: Auditor-Controller's Office, Georgina Panganiban, (707) 253-4620 or Jobina Toh, (707)253-4555

Revised 7/2023

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1535

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Donations Report for the Quarter Ended June 30, 2026

RECOMMENDATION

Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2026. (Fiscal Impact: $73,953 Revenues, Various Divisions; Budgeted; Discretionary)

BACKGROUND

On July 29, 2025, the Napa County Board of Supervisors (Board) adopted Resolution No. 2025-80, which consolidated, updated, and in part superseded Napa County Resolutions Nos. 99-56, 05-40, 06-120, and 08-171. The consolidated resolution delegates authority to accept donations to Department Managers and Department Heads within specified limits, with all other donations requiring acceptance by the Board of Supervisors.

Pursuant to the resolution, the Auditor-Controller is responsible for compiling, on behalf of the Board, a quarterly report summarizing donations received by County departments. Each department provides data describing the source and value of donations received during the reporting period. The Auditor-Controller then aggregates and submits this information to the Board.

The Internal Audit Division of the Auditor-Controller's Office (Internal Audit) has prepared the attached report based on department-submitted data, a review of Board agenda items approving donations, and deposits recorded to the County's general ledger. Internal Audit believes this report accurately reflects all donations received during the quarter.

For the quarter ended June 30, 2026, Napa County departments reported total cash and non-cash donations in the amount of $73,953. A breakdown of all known donations is included in the attached correspondence.

Requested Action: Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Animal Shelter, Library, Health and Human Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Donations provide additional resources to support County programs and services and reduce the need for County funding for the purposes specified by the donors.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Funds will be returned to the donors.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

Auditor-Controller

1195 Third Street · Room B10
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4551
Fax: (707) 226-9065

Tracy A. Schulze
Auditor-Controller

July 24, 2026

Board of Supervisors
1195 Third Street, Room 301
Napa, CA 94559

Exhibit A provides a listing of donations known to have been received by Napa County departments during the period of April 1, 2026, through June 30, 2026. The information is based on an analysis of the County's general ledger, actions of the Napa County Board of Supervisors, and notifications received by the Auditor-Controller's Office.

Donations
April 1, 2026 – June 30, 2026

Cash Donations	**Amount**
Reported to Auditor-Controller	$23,002
Reported to Board of Supervisors	43,751
Total Reported Cash Donations (Quarter)	**$66,753**
Non-Cash Donations	**$7,200**
Total Reported Donations (Quarter)	**$73,953**

Respectfully,

Tracy A. Schulze
Auditor-Controller

Exhibit A

Donations Report
For the Quarter Ended June 30, 2026

Cash Donations Reported to Auditor-Controller's Office

(Individual Donations Less Than $10,000)

Department	Amount
Animal Shelter	$ 11,149
County Library	11,781
Health & Human Services Agency	72
Subtotal	**$ 23,002**

Cash Donations Requiring Board of Supervisors Approval

(Individual Donations of $10,000 or More)

Department	Board of Supervisors Agenda Item	Agenda Date	Amount
Animal Shelter	#26-1057	May 19, 2026	$43,751
Subtotal			**$43,751**
Total Cash Donations Received During the Quarter			**$66,753**

Non-Cash Donations

Department	Donation	Estimated Value
Animal Shelter	Pet food	$7,200
Total Non-Cash Donations Received During the Quarter		**$7,200**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1568

TO: Board of Supervisors

FROM: Tracy A. Schulze, Auditor-Controller

REPORT BY: Tracy A. Schulze, Auditor-Controller

SUBJECT: Teeter Plan Promissory Note for Fiscal Year 2025-26

RECOMMENDATION

Adopt a Resolution to authorize the issuance of the Fiscal Year 2025-26 promissory note for delinquent secured property taxes including the creation of a Teeter Note Reserve, and the continuance of the Teeter Plan for Fiscal Year 2026-27. (Fiscal Impact: $2,022,981 Revenue; Various Funds; Budgeted; Mandatory)

BACKGROUND

The Napa County Board of Supervisors adopted Resolution No. 93-79 on July 13, 1993 to approve and implement the alternative method of property tax allocation specified in Revenue and Taxation Code Sections 4701 et seq. known as the Teeter Plan.

The Teeter Plan requires the County to pay each participating taxing jurisdiction one hundred percent (100%) of all taxes due at the end of each fiscal year, to that entity, regardless of whether such taxes have been collected by the County or are delinquent. In return, the County assumes the debt and collects all penalties and interest on delinquent collections. Staff are estimating the collections will generate approximately $500,000 in penalties and interest, which is reflected in the County's General Fund budget. This item authorizes the promissory note for fiscal year 2025-26 and the continuance of the Teeter Plan for fiscal year 2026-27.

The implementation of the Teeter Plan involves:

1) establishing the minimum balance for the Tax Loss Reserve in accordance with Section 4703 or 4703.2,

2) the creation of a Teeter Note Reserve for fiscal year 2025-26, and

3) issuance and execution of a Promissory Note to fund the prepayment of taxes.

Tax Loss Reserve:

There are two methods of establishing the minimum balance for the Tax Loss Reserve outlined in Revenue and Taxation Code. Section 4703 requires maintaining a minimum balance of not less than 1% of the total of all taxes levied on the secure roll for the year. Section 4703.2 requires maintaining a minimum balance of not less than 25% of the total delinquent taxes for all participating entities at the end of the fiscal year.

After analysis of the two reserves methods outlined above, the recommendation is to follow Section 4703.2 which requires less of a reserve than Section 4703. The Tax Loss Reserve requirement for total delinquencies as of June 30, 2026 is $4,296,544.

New Fund:

The creation of a new fund is required to segregate each annual Teeter Note reserve and hold the note reserve of 3% for the duration of the note to mitigate negative impacts of roll corrections during the five-year period. The 2025-26 Note reserve will be maintained at $290,374.

Issuance of a Promissory Note:

Each year, a note must be issued to fund the payment of the prior year's delinquent taxes. The Auditor-Controller's Office has calculated the fiscal year 2025-26 delinquencies to be $9,679,127. The note is issued between the County of Napa and the County Treasurer and is structured to be paid within five years with the interest rates as stated.

The County's portion of the Teeter buyout consists of $1,572,177 for the General Fund, $183,941 for the Library Fund, and $266,863 for the Fire Fund.

Attached is the resolution to select the Revenue and Taxation Code Section 4703.2 method for calculating the minimum reserve and issuing the promissory note to fund the Teeter Plan delinquencies. Attachment A provides a breakdown of the Teeter distribution by taxing jurisdiction. Attachment B details the history of Promissory Notes issued and the current balance of those outstanding.

Requested Action: Adopt a Resolution to authorize the issuance of the Fiscal Year 2025-26 promissory note for delinquent secured property taxes including the creation of a Teeter Note Reserve, and the continuance of the Teeter Plan for Fiscal Year 2026-27.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund, Library Fund and Fire Fund
Is it Mandatory or Discretionary?	Mandatory

Is the general fund affected?	Yes
Future fiscal impact:	The County will receive all the penalties and interest on the delinquencies until paid.
Consequences if not approved:	The County and affected taxing entities will not receive their full property tax revenues for fiscal year 2025-26.
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS SELECTING THE REVENUE & TAXATION CODE SECTION 4703.2 METHOD FOR CALCULATING THE MINIMUM BALANCE THAT MUST EXIST IN THE TAX LOSSES RESERVE FUND UNDER THE "TEETER PLAN", APPROVING ISSUANCE OF A NOTE TO FUND PAYMENT OF CERTAIN DELINQUENT TAXES, AND AUTHORIZING THE CHAIR AND CLERK OF THE BOARD OF SUPERVISORS TO SIGN THE NOTE

WHEREAS, the Napa County Board of Supervisors (the "Board") adopted Resolution No. 93-79 on July 13, 1993, to approve and implement the alternative method of property tax allocation specified in Revenue and Taxation Code Sections 4701 *et seq*. (the "Teeter Plan") in Napa County; and

WHEREAS, use of the Teeter Plan requires the creation of a Tax Losses Reserve Fund ("Fund"); and

WHEREAS, the Board thereafter amended Resolution No. 93-79 by Resolution 94-36 to not include assessments in Napa County's implementation of the Teeter Plan; and

WHEREAS, pursuant to state law there are two methods of creating a Tax Losses Reserve Fund: the first method is described in Revenue and Taxation Code Section 4703 ("Section 4703 method") and the second method is described in Revenue and Taxation Code Section 4703.2 ("Section 4703.2 method"); and

WHEREAS, according to the Section 4703 method, the Fund must contain a minimum balance equal to 1% of the total of all taxes levied on the secured roll for the fiscal year involved for participating entities in the County before excess monies from the Fund can begin to accrue to the County's general fund, except prior to October 31st of any given fiscal year, the County may elect to use the alternate Section 4703.2 method for calculating the minimum balance of the Fund before the excess may be diverted for general fund uses; and

WHEREAS, according to the Section 4703.2 method, a minimum fund balance must be maintained in an amount not less than twenty-five percent (25%) of the total delinquent secured taxes for participating entities in the County as calculated at the end of the fiscal year; and

WHEREAS, Revenue and Taxation Code Section 4703.2(a) provides that once an election has been made to utilize the Section 4703.2 method of computing the minimum balance of the Fund, that method shall continue to be used unless the Board of Supervisors adopts a Resolution on or before October 31st of a fiscal year electing to compute the minimum balance to be maintained in the Fund in the manner set forth in Section 4703; and

WHEREAS, regardless of the method selected to compute the minimum balance that must be maintained in the Fund, the Teeter Plan requires the County to pay each participating taxing jurisdiction one hundred percent (100%) of all taxes due to that entity, regardless of whether such taxes have been collected by the County or are delinquent; and

WHEREAS, based upon the recommendation of the Napa County Auditor-Controller ("Auditor") the Board of Supervisors has in some years adopted the Section 4703.2 method and in other years adopted the Section 4703 method; and

WHEREAS, in 2025 the Board of Supervisors adopted the Section 4703.2 method, and the Auditor-Controller recommends a continuation of the Section 4703.2 method for 2026 as it results in a lower reserve; and

WHEREAS, the Board also believes that use of the Section 4703.2 method is in the best interest of Napa County; and

WHEREAS, the Board wishes to issue a note to fund the payment of fiscal 2025-2026 delinquent taxes.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. Tax Losses Reserve Fund Election. For the 2026-2027 fiscal year, and thereafter until the Board takes further action to change its election, the minimum balance in the Fund shall be equal to 25 percent (25%) of the total delinquent secured roll net of direct charges for participating entities in the County as calculated at the end of the fiscal year, all in accordance with Revenue and Taxation Code Section 4703.2 .

2. Creation of 2026 Teeter Repayment Fund. In connection with the issuance of the Note (defined below), the Napa County Auditor-Controller shall establish a 2026 Teeter repayment fund ("2026 Repayment Fund"). All moneys collected constituting fiscal 2025-2026 delinquencies shall be deposited in the 2026 Repayment Fund after receipt by the tax resources fund unless required by law to be deposited in the tax losses reserve fund. In addition, $290,374 shall be deposited in the 2026 Repayment Fund as a reserve, and the Auditor-Controller is hereby directed and authorized to transfer the necessary funds for this purpose.

3. Issuance of a Note to Fund Payment of 2025-2026 Delinquent Taxes. The Board hereby authorizes issuance of a note ("Note") in the amount of $9,679,127 substantially in the form set forth in Exhibit 'A', attached hereto and by reference incorporated herein, to fund the payment to participating jurisdictions of outstanding delinquencies of fiscal year 2025-2026 taxes as of June 30, 2026. The term of the Note shall be from the date of execution until September 1, 2031. Interest on the Note shall be payable at a variable rate, adjusted annually, based on the interest rate for a constant maturity U. S. Treasury Note of similar term plus a fixed spread as set forth in the Note. Neither the Napa County general fund nor any taxing power shall be available for payment of principal or interest under the Note.

4. Authority to Execute Note. The Chair of the Board of Supervisors who is in office on the date set forth on the Note, or at any time thereafter prior to the delivery of the Note to the purchaser thereof, is hereby authorized and directed as the officer to sign the Note by manual signature, and the Clerk of the Board who is in office on the date set forth on the Note, or any time thereafter prior to such delivery of the Note to the purchaser thereof, is hereby authorized and directed as the officer to countersign the Note by manual signature. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchaser, that officer's signature or countersignature shall nevertheless be valid and of the same force and effect as if the prior officer had remained such officer.

5. The Clerk of the Board is directed to file a copy of this Resolution and its attachments with the Napa County Auditor-Controller and the Treasurer-Tax Collector.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 11th day of August 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: ___ *Sabrina S. Wolfson* Deputy County Counsel Date: July 30, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Exhibit 'A'

2026 PROMISSORY NOTE

Teeter Plan Delinquencies
(Subject to Call and Redemption)

$9,679,127.00

Napa County (the "County"), duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay (but only out of the funds hereinafter mentioned) to the registered owner hereof, or registered assigns, the principal sum of $9,679,127 together with accrued and unpaid interest thereon, payable on the dates and in the manner set forth below.

This Note is issued pursuant to a resolution (the 'Resolution') adopted by the Board of Supervisors of the County on August 11, 2026. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by such owner's acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and is bound thereby. All terms defined in the Resolution shall have the same definitions when used herein, unless otherwise defined herein.

This Note shall bear interest on the outstanding principal amount hereof from the date hereof until payment in full at a variable rate, adjusted annually (commencing September 1, 2026), equal to the rate of interest on the constant maturity U. S. Treasury Note for the number of years corresponding to the number of full years remaining in the term of the Note plus a fixed percentage in accordance with the following schedule:

Five–year Treasury Note	. . . plus 50 basis points
Four–year Treasury Note	. . . plus 45 basis points
Three–year Treasury Note	. . . plus 40 basis points
Two–year Treasury Note	. . . plus 35 basis points
One–year Treasury Note	. . . plus 30 basis points

Interest shall be payable on or before the dates set forth below and shall be calculated on the basis of a 365–day year for the actual number of days elapsed. Notwithstanding the foregoing, interest shall be payable at the maximum rate permissible by law if such amount is less than the rate set forth above.

This Note shall be payable in full upon maturity, which shall be September 1, 2031. The County shall make payments of principal and interest hereunder annually on or before the first business day in September of each year, commencing September 2027. The amount of interest to be paid each year shall equal the amount of accrued but unpaid interest under the Note to the extent of the monies available in the 2026 Repayment Fund or the Tax Losses Reserve Fund as of the end of the County's previous fiscal year. The amount of principal to be paid each year shall equal the amount of monies available in the 2026 Repayment Fund exclusive of the $290,374 in reserve monies described in the Resolution as of the end of the County's previous fiscal year. At maturity, outstanding principal and any accrued but unpaid interest shall be payable only to the extent of the monies available in the 2026 Repayment Fund or the Tax Losses Reserve Fund as of June 30, 2031. Both the principal of and interest on this Note are payable by the Napa County Auditor–Controller in lawful money of the United States of America at the Office of the Napa County Treasurer.

This Note is not a lien, charge or liability against the County or against the Board of Supervisors of the County, or against any property or funds of the County or said Board of Supervisors, except the monies available in the 2025 Repayment Fund as provided in the Resolution, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the County except as provided in the Resolution.

The County hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and any interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the County giving the registered owner 60 days' prior written notice thereof.

The registered owner hereof may assign this Note only with the County's prior written consent. Upon the giving of such consent, the assignee shall be deemed the registered owner for all purposes hereunder.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF, the County has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated September 1, 2026.

NAPA COUNTY a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sabrina S. Wolfson* Deputy County Counsel Date: July 30, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

REGISTERED OWNER:

Napa County -- Pooled Investment Fund
1195 Third Street, Room 108
Napa, CA 94559
Attn: Napa County Treasurer

Teeter Buyout Distribution by Taxing Entity
Fiscal Year 2025-26 Taxes

Tax Code	Description	Sub-Division	Teeter Amount
10000	County General Fund	1050000	**$1,572,177**
10800	Fire Non-Structural	2100000	**138,848**
11500	County Library	2020001	**183,941**
11700	Fire Protection	2100000	**128,015**
	Total County		**2,022,981**
15100	City of Calistoga	9411000	**45,681**
15200	City of Napa	9412000	**503,660**
15300	City of St. Helena	9413000	**87,462**
15400	Town of Yountville	9414000	**21,772**
18800	City of American Canyon	9415000	**183,532**
	Total Cities/Town		**842,107**
23100	Lake Berryessa Resort Improvement District	5220000	**668**
24100	Napa Berryessa Resort Improvement District	5240000	**997**
34700	Monticello Cemetery District	2860000	**552**
36000	Circle Oaks Water District	9504000	**694**
37000	Congress Valley Water District	7400000	**2,038**
38000	American Canyon Fire District	9415200	**100,244**
38500	Mosquito Abatement District	7100000	**32,792**
42000	Napa County Resource Conservation District	7300000	**8,322**
42500	Napa River Reclamation District	7500000	**534**
43100	Bay Area Air Quality Management District	9503000	**24,861**
	Total Special Districts		**171,702**
45000	Howell Mountain Elementary School District	9020001	**28,543**
45100	Pope Valley Union Elementary School District	9060001	**25,914**
45300	Fairfield/Suisun Unified School District	9300001	**11,646**
45500	Calistoga Joint Unified School District	9010001	**284,329**
45700	Napa Valley Unified School District	9050001	**2,801,490**
45800	St Helena Unified School District	9070001	**627,401**
46500	Napa Valley Community College	9030010	**720,090**
48300	Solano County Office of Education	9310001	**469**
49000	Napa County Office of Education	9040001	**272,240**
49999	Education Revenue Augmentation Fund	9490000	**1,092,192**
	Total School Districts		**5,864,314**
	Total Direct Assessments and School Bonds	Multiple*	**778,023**
	Total Teeter Buyout		**$9,679,127**

*Detail Available on Next Page

Teeter Buyout Distribution by Taxing Entity
Fiscal Year 2025-26 Taxes

Tax Code	Description	Sub-Division	Teeter Amount
05600	Lake Park Maintenance District	9412002	**$1,794**
08200	River Park Maintenance District	9412003	**2,742**
08400	Napa Paramedic Tax	9412001	**28,386**
08500	City of St. Helena 2022 GO Bond	9413001	**6,996**
	Total Direct Assessments		**39,918**
05250	HMESD 2005 Series 2007	9025102	**2**
05810	PVUSD 2016 Series 2016	9065101	**1,080**
05815	PVUSD 2016 Series 2018 B	9065102	**2,593**
01900	FSUSD 2002 Series 2011 RF 02	9300002	**298**
01910	FSUSD 2002 Series 2012 RF 04	9300004	**670**
01920	FSUSD 2002 Series 2016 A	9300005	**388**
01930	FSUSD 2002 Series 2018	9300006	**316**
01931	FSUSD 2002 Series 2020	9300007	**741**
01940	FSUSD 2024 GO BAN	9300008	**62**
08715	CJUSD 2010 Series 2017 RF 2011 A	9015106	**8,292**
08720	CJUSD 2010 Series 2011 B CREB	9015102	**734**
08735	CJUSD 2010 Series 2022 RF 12C	9015108	**4,829**
08740	CJUSD 2010 Series 2017	9015105	**4,620**
08750	CJUSD 2010 Series 2022 E	9015107	**7,451**
08751	CJUSD 2010 Series 2024 F	9015110	**8,395**
08755	CJUSD 2022 Series 2023 A	9015109	**12,123**
08756	CJUSD 2022 Series 2025 B	9015111	**20,291**
06881	NVUSD 2002 Series 2021 B RF 12&13	9055137	**79,973**
07215	NVUSD 2016 Series 2016 A	9055133	**65,749**
07225	NVUSD 2016 Series 2019 C	9055136	**56,871**
07315	NVUSD 2006 Series 2018 RF 07	9055135	**2,242**
07320	NVUSD 2006 Series 2010 A 7	9055125	**42,685**
07340	NVUSD 2006 Series 2016 C RF 07/96/09A	9055130	**35,034**
07345	NVUSD 2006 Series 2016 D RF 07 96	9055131	**2,699**
07365	NVUSD 2006 Series 2016 E RF 09 B (BAB)	9055132	**7,185**
07380	NVUSD 2006 Series 2016 A RF 09C	9055128	**30,093**
07402	NVUSD 2022 Series 2023 A SFID	9055139	**8,441**
07405	NVUSD 2022 Series 2025 B SFID	9055140	**8,320**
07421	NVUSD 2024 Series 2025 A	9055142	**65,276**
09420	SHUSD 2010 Series 2011 B 2	9075102	**55,897**
09440	SHUSD 2010 Series 2016 D	9075106	**5,078**
09430	SHUSD 2010 Series 2013 C	9075104	**281**
09450	SHUSD 2012 Series 2013 A-1	9075110	**25,025**
09451	SHUSD 2012 Series 2023 A-1	9075112	**9,603**
06500	NVC 2002 Series 2003 B	9035102	**136,576**
06582	NVC 2002 Series 2018 RF 07 C	9035107	**28,192**
	Total School Bonds		**738,105**
	Total Direct Assessments and School Bonds		**$778,023**

History of Promissory Notes Issued

The following table details the thirty-three notes that have been previosuly issued and the new 2026 note.

Note	Year Matured or Paid Off	Delinquency Rate for Current Secured	Original Principal	Outstanding Note Balances 6/30/26
1993	1998	NA	$5,952,213	$0
1994	1999	NA	2,730,795	0
1995	1999	NA	2,500,781	0
1996	2000	NA	2,106,087	0
1997	2001	NA	2,094,137	0
1998	1999	NA	1,227,754	0
1999	2003	NA	1,887,177	0
2000	2003	1.57%	1,572,934	0
2001	2006	1.68%	2,035,165	0
2002	2007	1.56%	2,009,986	0
2003	2008	1.78%	2,524,243	0
2004	2008	1.47%	2,263,932	0
2005	2008	1.81%	2,886,199	0
2006	2011	1.66%	3,972,372	0
2007	2012	2.32%	5,339,600	0
2008	2013	3.33%	7,686,681	0
2009	2014	3.57%	9,308,650	0
2010	2015	2.82%	6,920,620	0
2011	2016	2.14%	4,952,007	0
2012	2017	2.35%	4,271,055	0
2013	2018	1.62%	3,252,981	0
2014	2019	1.42%	2,310,450	0
2015	2020	1.27%	2,329,880	0
2016	2021	1.52%	2,246,730	0
2017	2022	1.40%	2,150,466	0
2018	2023	1.53%	2,512,654	0
2019	2024	1.59%	3,048,567	0
2020	2025	2.05%	6,725,750	0
2021	2026	1.64%	5,268,793	0
2022	2027	1.28%	4,415,604	0
2023	2028	1.70%	5,466,440	982,061
2024	2029	2.41%	8,115,937	2,473,718
2025	2030	2.93%	7,996,552	3,750,305
2026	2031	3.99%	9,679,127	N/A
Totals			**$139,762,319**	**$7,206,084**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-107

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Anthony Williams, Senior Deputy Clerk of the Board

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the July 28, 2026 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

https://www.napacounty.gov/

Tuesday, July 28, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

   Present: Vice-Chair Liz Alessio, Supervisors Anne Cottrell, Joelle Gallagher, and Belia Ramos. Chair Amber Manfree was excused. The meeting was called to order by Vice-Chair Liz Alessio.

2. PLEDGE OF ALLEGIANCE

   Director of Public Works Steven Lederer led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 26-67

   Animal Shelter Manager Megan Scoullar introduced the Pet of the Week (Sofie).

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

   None

5. CONSENT CALENDAR

   Motion Text: **Approve the Consent Calendar as amended.**
   Voting Yes: **Ramos, Cottrell, Gallagher, and Alessio**
   Voting No: **None**
   Recusals: **None**
   Excused: **Manfree**
   Result: **Passed**

Auditor-Controller

A. Accept and file the report summarizing the results of the review of Napa County's contracts with Napa Communities Firewise Foundation (NCFF). (No Fiscal Impact) **26-1409**

B. Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2026-27 and accept the results of the Fiscal Year 2025-26 Internal Audit Plan. (No Fiscal Impact) **26-1420**

Clerk of the Board

C. Approval of minutes from the June 23, 2026 regular meeting. (No Fiscal Impact) **26-106**

D. Reappoint Neil Watter to a third term as a Napa County Representative on the Napa/Solano Agency on Aging Advisory Council. Appoint Marc C. Frankenstein and Michael O'Connell as Napa County Representatives and appoint Gigi Gonzales as Napa County Alternate 1 Representative on the Napa/Solano Agency on Aging Advisory Council. The terms of office shall commence immediately and expire on June 30, 2028. (No Fiscal Impact) **26-1379**

E. Reappoint George Goeggel to a fourth term, representing Auberge du Soleil/Top 5 Revenue, and Edward P. Costa to a second term, representing Carneros Resort and Spa/Top 5 Revenue, to the Unincorporated Napa Valley Tourism Improvement District Governing Committee. The terms of office shall commence immediately and expire on June 30, 2030. (No Fiscal Impact) **26-1380**

County Counsel

F. Adopt a Resolution consolidating the municipal elections for the Cities of Napa, Calistoga, American Canyon St. Helena, and Town of Yountville, and district elections for the Napa County Regional Park and Open Space District, Napa Valley Community College District, Napa Valley Unified School District, Calistoga Joint Unified School District, St. Helena Unified School District, and Pope Union Elementary School District, all to be held on November 3, 2026, and authorize and direct the County Elections Official to provide election-related services with full reimbursement of any costs incurred by the County. (No Fiscal Impact) **26-1318**

Enactment No: **R-2026-77**

County Executive Office

G. Adopt a Resolution updating Section 31A of the Napa County Policy Manual pertaining to technology use and security. (No Fiscal Impact; Discretionary) **26-1101**

Enactment No: **R-2026-78**

H. Adopt a Resolution authorizing the Napa Valley Unified School District to issue general obligation bonds for School Facilities Improvement District No. 1 without further approval of the Board of Supervisors or officers of Napa County. (No Fiscal Impact) **26-1360**

Enactment No: **R-2026-79**

I. Adopt a Resolution renewing Napa County's list of authorized representatives for submission to the state and federal agencies responsible for emergency services funding. (No Fiscal Impact) **26-1408**

Enactment No: **R-2026-80**

County Fire Department

J. Approve and authorize Agreement No. 270082B with Napa Communities Firewise Foundation for the term through June 30, 2027, for community outreach, defensible space consulting, wildfire mitigation, and fuel reduction and preparation for wildfires; and approve a waiver of competitive bidding requirements and a single source award. (Fiscal Impact: $3,200,000 Expense; Fire Fund; Budgeted; Discretionary) **26-1363**

Item removed from the agenda.

K. Approve and authorize Agreement No. 270082B with the California Department of Veteran's Affairs - Yountville Veteran's Home, for the term through September 30, 2026, for fire protection services. (Fiscal Impact: $538,623 Revenue; Fire Fund; Budgeted; Discretionary) **26-1364**

Enactment No: **A-270082B**

Health and Human Services Agency

L. Approve and authorize Amendment No. 2 to Agreement No. 220354B with Napa County Office of Education, to extend the term of the Agreement for one additional year through December 31, 2027, for the provision of mental health services for children and youth in Napa County schools. (No Fiscal Impact) **26-1229**

Enactment No: **A-220354B Amend. 2**

M. Approve and authorize Amendment No. 1 to Revenue Agreement No. 240123B with Department of State Hospitals, to extend the term of the agreement for one additional year through June 30, 2027 and increase the contract maximum by $509,609 for a new contract maximum of $2,038,433 for Fiscal Year 2026-2027, for the continued Forensic Conditional Release Program in Napa County. (Fiscal Impact: $509,609 Additional Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1393**

Enactment No: **A-240123B Amend. 1**

N. Approve and authorize Agreement No. 270086B with Department of Health Care Services for the term of July 1, 2026 through June 30, 2029 for a State mandated agreement pertaining to the ongoing operation and funding of community behavioral health services in Napa County. (No Fiscal Impact; Mandatory) **26-1394**

Enactment No: **A-270086B**

Human Resources – Division of CEO's Office

O. Approve and authorize Agreement No. 270087B with GovInvest, Inc., dba TrueComp for the term of July 1, 2026, through June 30, 2029, to provide labor costing software services. (Fiscal Impact: $90,000 annually; Budgeted; Discretionary) **26-1410**

Enactment No: **A-270087B**

P. Adopt a Resolution to rescind and replace Resolution No. 2026-75, adopted June 23, 2026, to correct Exhibit "A," which deleted the incorrect classification of Mental Health Worker Aide. (No Fiscal Impact; Discretionary) **26-1425**

Enactment No: **R-2026-81**

Napa County Housing Authority

Q. Approve and authorize Agreement No. 270072B (NCHA) with California Human Development Corporation for a maximum amount of $1,210,913 for the term July 1, 2026, through June 30, 2027, for day-to-day operational onsite management of the three Napa County farmworker centers known as the River Ranch, Mondavi, and Calistoga Centers. (Fiscal Impact: $1,210,913 expense; Napa County Housing Authority Fund, Budgeted, Discretionary) **26-1344**

Enactment No: **A-270072B (NCHA)**

R. Approve and authorize Low-Income Weatherization Program Intent to Proceed Form. (No Fiscal Impact; Discretionary) **26-1417**

Planning, Building and Environmental Services (PBES)

S. Approve and authorize Agreement No. 260347B with FCS International, Inc. dba FirstCarbon Solutions for a maximum compensation of $159,460 and a term through June 30, 2027 to conduct an Environmental Impact Report, in accordance with the California Environmental Quality Act, for the proposed E & P Technology Way - Buildings A & B. (Fiscal Impact: $159,460; General Fund; Budgeted; Discretionary) **26-1354**

Enactment No: **A-260347B**

T. Adopt a Resolution authorizing the acceptance of a Sea Level Rise Adaptation Planning Grant from the California Ocean Protection Council and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: $522,743 Revenue; General Fund; Budgeted; Discretionary) **26-1426**

Enactment No: **R-2026-82**

Probation

U. Approve and authorize Agreement No. 270019B with University of Cincinnati Research Institute with a contract maximum of $124,000 over the two-year term July 1, 2026 through June 30, 2028 to provide training and technical assistance of evidence-based practices. (Fiscal Impact: $124,000 Expense; General Fund; Budgeted; Discretionary) **26-1045**

Enactment No: **A-270019B**

V. Approve and authorize Agreement No. 270056B with Buddi US, LLC for the term through June 30, 2029, with a contract maximum of $105,000, to provide juvenile and adult electric monitoring for the Probation and Corrections department. (Fiscal Impact: $105,000; General Fund; Budgeted; Discretionary) **26-1252**

Enactment No: **A-270056B**

W. Approve and authorize Agreement No. 270073B with Aldea Children and Family Services with a maximum compensation of $296,856, for a term through June 30, 2027, to provide therapeutic school-based services to at-risk youth and minors on probation. (Fiscal Impact: $296,856 Expense; General Fund; Budgeted; Discretionary) **26-1281**

Enactment No: **A-270073B**

Public Defender

X. Approve and authorize Agreement No. 270108B with Axon Enterprise, Inc., for a cloud based Digital Evidence System for a ten-year term with annual price escalators; and approval of a waiver of competitive bidding requirements and sole source award. (Fiscal Impact: $52,558 Expense; General Fund; Budgeted; Discretionary) **26-1479**

Enactment No: **A-270108B**

Public Works

Y. Adopt a Resolution to approve and authorize an amendment, substantially in the form of Amendment No. 1 to Cooperation Agreement No. 240371B with Caltrans to review the Plans, Specifications and Estimate (PS&E) for the Napa Valley Vine Trail (NVVT) - Yountville through St. Helena Gap Closure Project. (No Fiscal Impact) **26-1257**

Enactment No: **R-2026-83; A-240371B Amend. 1**

Z. Approve and authorize Amendment No. 5 to Franchise Agreement No. 180215B with Napa County Recycling and Waste Services (NCRWS); and adopt a Resolution defining modified boundaries of the Garbage Zone One franchise zone. (Fiscal Impact: $4,800 Revenue; Garbage Zone One budget; Budgeted; Discretionary) **26-1303**

Enactment No: **A-180215B Amend. 5; R-2026-84**

AA. Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period of January 1, 2026, through June 30, 2026, pursuant to Resolution No. 2018-36. (No Fiscal Impact; Discretionary) **26-1356**

AB. Award of Construction Contract to Rege Construction, of Cloverdale, CA in the amount of $602,598 for the "White Sulphur Spring Rd Slide Repair", RDS 26-37 (Project 26027); and approve and authorize Amendment No. 1 to Agreement No. 260300B with ADKO Engineering, Inc. increasing the contract maximum from $366,922 to $423,176 to provide additional biological monitoring and preconstruction survey services for the Project. (Fiscal Impact: $955,000 Expense for the construction contract and other project costs; General Fund; Reallocation of Budget; Discretionary) **26-1378**

Enactment No: **A-260300B Amend. 1**

AC. Award of Construction Contract to North Bay Excavation, Inc. of Valley Ford, California in the amount of $567,058 for the "550 Wall Road Landslide Repairs Project", RDS 26-38 (Project 26028); and approve and authorize Amendment No. 1 to Agreement No. 260302B with ADKO Engineering, Inc. increasing the contract maximum from $319,389 to $356,740 to provide additional engineering services for the Project. (Fiscal Impact: $900,000 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary) **26-1412**

Enactment No: **A-260302B Amend. 1**

AD. Award of Construction Contract to Titans Group Corporation of Escondido, California in the amount of $532,261 for the "Napa County Animal Shelter Phase I Roof Repair," PW 26-05A; and approve a Budget Amendment. (Fiscal Impact: $745,508 expense for the construction contract and other project costs; Accumulated Capital Outlay; Budgeted ($300,000 budget reallocation); Animal Shelter Fund; Not budgeted ($445,508 budget increase); Discretionary) [4/5 vote required] **26-1414**

AE. Approve and authorize the following agreements for County Unincorporated Measure A funding associated with Angwin area water projects: 1) Agreement No. 270074B with Howell Mountain Mutual Water Company, for a maximum reimbursement of $45,672; 2) Agreement No. 270075B with Pacific Union College, for a maximum reimbursement of $45,000; 3) Agreement No. 270076B with La Tierra Mutual Water Company, for a maximum reimbursement of $80,000; and 4) Agreement No. 270077B with La Tierra Mutual Water Company for a maximum reimbursement of $18,984. (Fiscal Impact: $189,656 Expense; Public Works Projects - Measure A Angwin Water Study; Budgeted; Discretionary) **26-1419**

Enactment No: A-270074B; A-270075B; A-270076B; A-270077B

AF. Approve and authorize the Chair to sign Amendment No. 1 to Agreement No. 260303B with ADKO Engineering, Inc. increasing the contract maximum from $19,507 to $427,692 to provide additional engineering services for Diamond Road Slide Repair Project. (Fiscal Impact: $400,000 Expense, additional funds requested for the project costs; General Fund; Reallocation of Budget; Discretionary) **26-1422**

Enactment No: A-260303B Amend. 1

AG. Award a Construction Contract to Peters Excavating, Inc. of Sebastopol, California in the amount of $199,738 for the "Pueblo Area Ditch Project, RDS 25-36". (Fiscal Impact: $349,999 Expense for the construction contract and other project costs; Accumulated Capital Outlay; Reallocation of Budget; Discretionary) **26-1424**

AH. Award a Construction Contract to Piazza Construction of Penngrove, California, in the amount of $1,268,000 for the "Mt Veeder Road MPM 4.3 and MPM 3.25 Project, RDS 26-24". (Fiscal Impact: $2,220,799 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary) **26-1429**

Sheriff

AI. Adopt a Resolution to participate in and accept the Fiscal Year 2025 Emergency Management Performance Grant, and to designate signing authority for support of emergency preparedness efforts; establish a capital asset; and approve a Budget Amendment. (Fiscal Impact: $148,113 Revenue and Expense; General Fund; Not Budgeted; Discretionary). **26-1348**
[4/5 vote required]

Enactment No: **R-2026-85**

AJ. Approve and authorize Amendment No. 1 of Agreement No. 250235B with the Napa Valley Community Organizations Active in Disaster to extend the term to June 30, 2027, to provide ancillary services to the community. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary) **26-1421**

Enactment No: **A-250235B Amend. 1**

AK. Approve and authorize Agreement No. 170821B with Napa County Office of Education for a term through June 4, 2027, for a maximum compensation of $130,416 to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: $130,416 Revenue; General Fund; Budgeted; Discretionary) **26-1439**

Enactment No: **A-170821B**

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Pursuant to Government Code section 53232.3(d), the Board Members reported attending the following committee meetings:

Supervisor Belia Ramos:

- **6/24 Bay Area Housing Finance Authority Leadership Fund, Metropolitan Transportation Committee, Bay Area Toll Authority, Bay Area Housing Finance Authority, Seniors Against Financial Exploitation, Bay Area Infrastructure Financing Authority, Bay Area Headquarters Authority**
- **6/29 North Bay Water Reuse Authority Board meeting**
- **6/30 California Association of Councils of Government Board meeting**
- **6/30 Testified at CA Senate for SB 1195**
- **7/9 Pacific Gas & Electric Applied Technology Services Tour in San Ramon**
- **7/13-7/16 National Association of Latino Elected and Appointed Officials Conference**
- **7/24 Special Metropolitan Transportation Committee & Metropolitan Transportation Committee District meetings**

Supervisor Joelle Gallagher:

- **7/1 Bay Area Air District Board of Directors meeting**
- **7/6 Napa/Solano Area Agency on Aging Special Board meeting**
- **7/8 Bay Area Air District Community Equity, Health & Justice Committee meeting**
- **7/15 Napa Sanitatioin District Board meeting**

Supervisor Anne Cottrell:

- **7/17-7/20 National Association of Counties Annual Conference & Exposition**

Vice-Chair Liz Alessio:

- **7/17 Marin Clean Energy meeting**

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. ADMINISTRATIVE ITEMS

Human Resources – Division of CEO's Office

A. Accept an oral summary and adopt a Resolution appointing Alexander Alarcon as the Director of Corrections, effective July 28, 2026, to serve at the will of the Board of Supervisors. (No Fiscal Impact; Budgeted; Discretionary) **26-1395**

Chief Human Resources Officer Christine Briceño made presentation.

Discussion held.

Newly appointed Director of Corrections Alexander Alarcon made presentation.

Motion Text: **Approve the requested actions.**
Voting Yes: **Cottrell, Gallagher, Ramos, and Alessio**
Voting No: **None**
Recusals: **None**
Excused: **Manfree**
Result: **Passed**
Enactment No: R-2026-86

Agricultural Commissioner

B. Receive a presentation of the Annual Crop Report for 2025. (No Fiscal Impact) **26-1366**

Assistant Agricultural Commissioner/Sealer of Weights and Measures Toosdi Malito made presentation.

Napa County Farm Bureau Chief Executive Officer Peter Rumble made presentation.

Discussion held.

Two (2) people spoke during public comment.

Direction provided to staff.

Elections

C. Declare elected to offices under its jurisdiction those persons having the highest number of votes based on the June 2, 2026, Primary Election certified results. (No Fiscal Impact) **26-1343**

Registrar of Voters John Tuteur made presentation.

Motion Text:	**Approve the requested actions.**
Voting Yes:	**Ramos, Alessio, Cottrell, and Gallagher**
Voting No:	**None**
Recusals:	**None**
Excused:	**Manfree**
Result:	**Passed**

County Executive Office

D. Receive a presentation on an update to the Administrative Policy Manual and adopt a Resolution adopting a new administrative policy manual numbering framework and repealing outdated policy manual sections. **26-1154**

Assistant Chief Executive Officer Jennifer Palmer made presentation.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Ramos, Gallagher, Cottrell, and Alessio**
Voting No:	**None**
Recusals:	**None**
Excused:	**Manfree**
Result:	**Passed**
Enactment No:	**R-2026-87**

10. PUBLIC HEARINGS

County Executive Office

A. Conduct a public hearing to adopt a Resolution pursuant to Revenue and Taxation Code 99.02 to Transfer Fire Protection Tax Revenues collected in the tax rate area within the City of Calistoga to the City of Calistoga. (Fiscal Impact: Reduction of revenues of approximately $500,000; County Fire Fund, Fund 2100; Budgeted) **26-1376**

Vice-Chair Liz Alessio opened the public hearing.

Assistant Chief Executive Officer Jennifer Palmer made presentation.

Discussion held.

Vice-Chair Liz Alessio closed the public hearing.

Motion Text: **Adopt the Resolution.**
Voting Yes: **Cottrell, Gallagher, Ramos, and Alessio**
Voting No: **None**
Recusals: **None**
Excused: **Manfree**
Result: **Passed**
Enactment No: **R-2026-88**

11. CLOSED SESSION

None

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, AUGUST 11, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1384

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Paulette Cooper, Deputy Clerk of the Board II

SUBJECT: Reappointments to the Napa County Technical Advisory Group

RECOMMENDATION

Reappoint Julie Chambon, Monica Cooper, Albert Filipelli, Miguel Garcia, and Mathias Kondolf for a third term, to the Napa County Technical Advisory Group. The terms of office shall commence immediately and expire on June 30, 2028. (No Fiscal Impact)

BACKGROUND

There are currently five openings due to term expirations on the Napa County Technical Advisory Group (TAG). The County Executive Office advertised the vacancies and received five reappointment requests from Julie Chambon, Monica Cooper, Albert Filipelli, Miguel Garcia, and Mathias Kondolf..

On June 21, 2022 the Board of Supervisors adopted Resolution No. 2022-04 (GSA) creating the Napa County Technical Advisory Group (TAG).

The core charge of the TAG is to provide well-informed, practical recommendations to the NCGSA as they carry out Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation, taking into account the best available scientific information and best practices in groundwater management.

Members of the TAG have technical expertise relevant to the GSP, as well as experience working in a collaborative setting on public policy implementation. The TAG has both the responsibility and the timely opportunity to advise the NCGSA and will be involved with implementation of the GSP, including a focus on data gaps and adaptive management as described in GSP Section 11 Projects and Management Actions (PMAs).

Activities of the TAG include:

1. Providing input on water resources information and monitoring data collected during GSP implementation;
2. Vetting data analyses particularly pertaining to data collected at representative monitoring sites,

including assessing when sustainable management criteria (SMC) may approach or exceed triggers and/or SMC as outline in the GSP;

3. Providing input on the development and review of Workplans described in the GSP and others that may be identified during GSP implementation;
4. Recommending additional data vetting and potential response actions (i.e., implementation of projects and/or management actions [PMAs]) to the NCGSA, including guidance on the prioritization and initiation of PMAs; and
5. Providing input on monitoring data gaps described in the GSP and other data gaps that may be identified, rationale for addressing the gap areas, and potential opportunities to coordinate monitoring efforts with other programs.

Requested Action:

Reappoint Julie Chambon, Monica Cooper, Albert Filipelli, Miguel Garcia, and Mathias Kondolf on the Napa County Technical Advisory Group.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Inclusivity & Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 11, 2026

Julie Chambon
Via email: [redacted]

Re: **Technical Advisory Group (TAG)**

Dear Julie Chambon:

You have been a valued member of the **Technical Advisory Group (TAG)**. The term of your position expired on June 30, 2026. If you wish to request reappointment for a 2-Year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Technical Advisory Group (TAG)** for the term commencing immediately and expiring June 30, 2028.

After checking the box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email.**

Julie Chambon

Digitally signed by Julie Chambon
Date: 2026.06.12 14:05:11 -07'00'

SIGNATURE

6/12/2026

DATE

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 11, 2026

Monica Cooper
Via email: [redacted]

Re: **Technical Advisory Group (TAG)**

Dear Monica Cooper:

You have been a valued member of the **Technical Advisory Group (TAG)**. The term of your position expired on June 30, 2026. If you wish to request reappointment for a 2-Year term, please check the following box:

☑ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Technical Advisory Group (TAG)** for the term commencing immediately and expiring June 30, 2028.

After checking the box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email.**

Monica Cooper
SIGNATURE

11-Jun-2026
DATE

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 11, 2026

Albert Filipelli
Via email: [redacted]

Re: **Technical Advisory Group (TAG)**

Dear Albert Filipelli:

You have been a valued member of the **Technical Advisory Group (TAG)**. The term of your position expired on June 30, 2026. If you wish to request reappointment for a 2-Year term, please check the following box:

[X] Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Technical Advisory Group (TAG)** for the term commencing immediately and expiring June 30, 2028.

After checking the box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email.**

Albert Filipelli
SIGNATURE

6/16/2026
DATE

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Boa

June 11, 2026

Miguel Garcia
Via email: [redacted]

Re: **Technical Advisory Group (TAG)**

Dear Miguel G

You have been a valued member of the **Technical Advisory Group (TAG)**. The term of your position expired on June 30, 2026. If you wish to request reappointment for a 2-Year term, please check the following box:

☑ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Technical Advisory Group (TAG)** for the term commencing immediately and expiring June 30, 2

After checking the box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email.**

SIGNATURE

6/23/26
DATE

A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

June 11, 2026

Mathias Kondolf
Via email: [redacted]

Re: **Technical Advisory Group (TAG)**

Dear Mathias Kondolf:

You have been a valued member of the **Technical Advisory Group (TAG)**. The term of your position expired on June 30, 2026. If you wish to request reappointment for a 2-Year term, please check the following box:

[x] Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Technical Advisory Group (TAG)** for the term commencing immediately and expiring June 30, 2028.

After checking the box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email.**

SIGNATURE _____ June 12, 2026

DATE

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1559

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Victoria Knoblock - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Providence Community Health Foundation Napa Valley

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Providence Community Health Foundation Napa Valley to provide support and community benefit. (Fiscal Impact: $1,500 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation is to support five nonprofit organizations' missions.

Providence Community Health Foundation Napa Valley (PCHF) provides their patients and families much needed support while navigating the challenges of aging, chronic illness, mental illness, and end of life. They offer Alzheimer's and dementia care and services, patience assistance for food, household goods and home care as well as an adult day program where patients can maintain social engagement, stimulation and support. The amount of $1,500 of Board of Supervisors' District 2 community grant will be used to help fund these programs.

Requested Action: Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Providence Community Health Foundation Napa Valley to provide support and community benefit.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Board of Supervisors - District 2: 10100-02
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years as appropriate.
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1430

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Joe Hallett, Assistant Director of Health and Human Services Agency

SUBJECT: Behavioral Health Services Act Early Intervention Agreements

RECOMMENDATION

Approve and authorize 13 agreements for services supporting Behavioral Health Early Intervention services funded through the Behavioral Health Services Act (BHSA) totaling $3,821,700 for terms from July 1, 2026, through June 30, 2029. (Fiscal Impact: $3,821,700; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

As of July 1st, 2026, the Mental Health Services Act (MHSA) has transitioned to the BHSA in accordance with the passage of Proposition 1 in March of 2024. Under BHSA, Early Intervention (EI) is the primary service component for counties to address emerging behavioral health needs before they become more serious. To support this type of care, Napa County Health and Human Services Agency (HHSA) held a competitive Request for Proposals (RFP) process for Early Intervention services aligned with the County's BHSA Integrated Plan approved by the Department of Healthcare Services (DHCS). The RFP was designed to support timely, culturally responsive, community-based services that provide early identification, brief support, navigation, and linkage to care, particularly for residents and communities that face barriers to timely access to services.

The strategies to be implemented by the 8 agencies that will receive a combined total of over 3.8M in BHSA EI Funding include Behavioral Health Interventions for Underserved and Specialty Populations; Screening, Navigation, and Linkage for Underserved Populations; Parenting and Early Family Interventions, and Older Adult Screening and Caregiver Support. The agreements, in their totality, support the providing of critical early intervention services curated to serve a wide range of populations and needs in the Napa County community. In addition to aligning with the BHSA IP, these strategies and program deliverables have also been strategically aligned with our Napa County Community Health Improvement Plan (CHIP).

Through the provision of a wide range of curated EI services across the Napa County community focusing on priority populations, HHSA and its partner agencies will work toward the State's Behavioral Health Transformation goals, including improving Access to Care, Social Connection, and Quality of Life, while reducing Homelessness, Institutionalization, Justice- Involvement, Removal of Children from Home, and Untreated Behavioral Health Conditions. HHSA will soon bring forward one additional contract that is funded through BHSA for Early Intervention Services for Coordinated Specialty Care for First Episode Psychosis provided by Aldea who was also awarded funding through the previously referenced RFP. For context, that agreement, including the 13 here today, reflects over $4.5M of BHSA funding over the next three fiscal years.

Requested Actions:

Approve and authorize the following 13 BHSA Early Intervention funded grant awards for terms from July 1, 2026 through June 30, 2029:

1. Agreement No. 270095B with Mentis, Inc., for a maximum of $441,558 for the Healthy Mind, Health Aging older adult behavioral health early interventions, including screenings and caregiver support;

2. Agreement No. 270096B with UpValley Family Centers for a maximum of $375,000 for the CLARO/CLARA program providing behavioral health early interventions for underserved and specialty populations, specifically Latine youth up valley;

3. Agreement No. 270097B with On the Move, Inc., for a maximum of $375,000 for LGBTQ+ Oasis program providing behavioral health early interventions for underserved and specialty populations, specifically LGBTQ+ individuals;

4. Agreement No. 270098B with UpValley Family Centers for a maximum of $126,300 for UVFCs Collaborative Program providing screening, navigation, and linkage for underserved up valley residents;

5. Agreement No. 270099B with Napa Valley Child Advocacy Network, Inc., dba ParentsCAN, for a maximum of $248,700 for the Parents Stress program providing parenting and early family interventions and support for parents of children/youth with disabilities prioritizing Spanish-speaking, low-income, rural, and underserved families facing barriers to care;

6. Agreement No. 270100B with Cope Family Center for $420,378 for Triple P (Positive Parenting Support) evidence-based family intervention system for families in Napa focusing on families who face social, cultural or structural barriers to accessing parenting and behavioral health supports;

7. Agreement No. 270101B with CommuniCareOLE for a maximum of $186,000 for screening, navigation, linkage and behavioral health brief supports for underserved populations including low-wage workers without health care coverage, Latine and Spanish-speaking, and immigrants;

8. Agreement No. 270102B with Cope Family Center for a maximum of $324,900 for the Family Support Hub program providing screening, navigation and linkage for parents and families who are underserved;

9. Agreement No. 270103B with UpValley Family Centers for a maximum of $187,632 for Triple P (Positive Parenting Support) evidence-based family intervention system for families in Napa focusing on families up valley who face social, cultural or structural barriers to accessing parenting and behavioral health supports;

10. Agreement No. 270104B with Napa Valley Child Advocacy Network, Inc., dba ParentsCAN, for a

maximum of $227,790 for Triple P (Positive Parenting Support) evidence-based family intervention system for families in Napa focusing on families with children/youth with disabilities who face social, cultural or structural barriers to accessing parenting and behavioral health supports;

11. Agreement No. 270105B with Share the Care Napa Valley for a maximum of $105,000 providing older adults and those with disabilities resulting in mobility challenges with early intervention screening and caregiver support;

12. Agreement No. 270106B with Molly's Angels of Napa Valley for a maximum of $353,442 for providing older adults throughout Napa County with a focusing on American Canyon and Up-Valley communities who are Spanish-speaking/bilingual, LGBTQ+, veterans, and those with housing insecurity with early intervention screening and navigation support; and

13. Agreement No. 270107B with Mentis, Inc., for a maximum of $450,000 for the Bridge program providing mental health screening, evidence-based brief clinical support to Latine, Black, Indigenous, People of Color, and uninsured/underinsured youth/adults who lack access to care.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services, Behavioral Health
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2026-2027 budget and future fiscal years will be similarly included.
Consequences if not approved:	Early Intervention programs and services will not be sufficiently supported in Napa County and HHSA will not be able to operationalize our state-approved BHSA.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

NAPA COUNTY AGREEMENT NO. 270095B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTIS, INC.**, a California nonprofit corporation, whose mailing address is 1272 Hayes Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide outreach, early identification of mental health issues, brief clinical support, and linkage to other services as needed for Napa County older adults through this Early Intervention Services Agreement; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE**, **Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Rob Weiss ROB WEISS, Executive Director Virginia Salter VIRGINIA SALTER, Board Secretary

Maximum Amount of this Agreement: $147,186 per Fiscal Year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270095B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Rob Weiss, Executive Director, 1272 Hayes Street, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY- entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement (Napa County Agreement No. 270086B)

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting, and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Mentis Healthy Minds, Healthy Aging
Older Adult BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR's Healthy Minds, Healthy Aging (HMHA) Older Adult BHSA Early Intervention Program shall provide outreach, early identification of mental health issues, brief clinical support, and linkages to other services as needed for Napa County Older Adults who are low-income and have limited options for mental healthcare. This program will increase mental well-being and access to mental services for older adults.

TARGET POPULATION

CONTRACTOR shall serve Older Adults (60+) in Napa County and provide early intervention services to prevent or reduce the worsening of depression, anxiety, isolation, and grief as well as remove barriers to accessing services and community resources. Older Adults to be served in this program shall be lower income and approximately 50% shall identify as Latino. CONTRACTOR shall provide care in clients' homes and via telehealth, as well as at accessible community-based locations throughout Napa County.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall engage in the following program activities:

Outreach

- Outreach at community events and/or in collaboration with partner organizations serving older adults.

Short-term Interventions

- Bridging the Years: activities that bring together older adults and teens to foster cross-generational connections and reduce isolation.
- Support groups: Weekly groups offered in collaboration with local senior centers to reduce isolation through social connectedness and wellness, teach basic coping strategies and offer information about additional local support.

Referrals

- Referrals – ongoing part of short-term interventions based on client need.

Brief Treatment

- In-depth intake session with our bilingual, bicultural intake coordinator, who completes an evaluation of the client's needs, verifies their eligibility for this program, and refers to other wraparound supports.

- Development of a psychosocial assessment and brief treatment plan focused on symptom stabilization, improved daily functioning, and identifying long-term resources for healing.
- Clinical staff will teach practical tools that equip clients to better self-manage their mental health.
- Clients receive an average of 8-12 brief treatment sessions based on individual need.
- Evidence-based, standardized measurement tools (such as the PHQ9 for depression, GAD-7 for anxiety, and PCL for trauma) shall be used to monitor symptom reduction and demonstrate program impact.

PROGRAM DELIVERABLES

CONTRACTOR shall complete the following deliverables:

- Short-Term Interventions Mental Health
    - 40 clients will receive individual brief, clinical support sessions.
    - 75% of clinical clients will show a statistically significant reduction in symptoms, shown through comparison of pre- and post-outcome measures taken at the outset and end of treatment using valid outcome measures (PHQ9/depression, Gad-7/anxiety, PCL/trauma) that are administered at the beginning and end of support.
    - 50 older adults will participate in outreach/social activities /support groups.
    - 75% of support group participants will report reduced loneliness per survey results.

PARTNERSHIP AND REFERRAL PATHWAYS

CONTRACTOR partners with several community organizations and agencies to serve the target population:

- Napa County Health and Human Services Agency Comprehensive Services for Older Adult Division
- Communicare+OLE
- Queen of the Valley Medical Center
- Senior Helpers
- Molly's Angels
- Share the Care
- Rianda House
- UpValley Family Centers
- And agencies to exchange referrals for individuals needing varied services and ensuring seamless coordination of care and other support.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care.
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location.
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTOR to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Mentis Healthy Minds, Healthy Aging
Older Adult BHSA Early Intervention Program

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Healthy Minds, Healthy Aging Older Adult BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to CONTRACTOR'S failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information. Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27, FY 27-28, and FY 28-29 EXPENDITURES	**Amount**
1. Human Resource Expenditures	$105,828
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$22,160
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	$127,988
4. Administrative Overhead Attributable to the Project/Program 15%	$19,198
5. TOTAL EI PROGRAM BUDGET	**$147,186**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

NAPA COUNTY AGREEMENT NO. 270096B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **UP VALLEY FAMILY CENTERS OF NAPA COUNTY**, a California nonprofit corporation, whose mailing address is 1440 Spring Street St. Helena, CA 94574, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide culturally-based behavioral health early intervention services to Latine youth in St. Helena and Calistoga through this Early Intervention Services Agreement; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Indira López-Jones INDIRA LOPEZ-JONES, Acting Executive Director
Maximum Amount of this Agreement: $125,000 per Fiscal Year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270096B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jenny Ocon, 1440 Spring Street St. Helena, CA 94574

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY- entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement (Napa County Agreement No. 270086B)

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting, and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

UpValley Family Centers' CLARO/CLARA
BHSA Early Intervention Program

PROGRAM OVERVIEW

CONTRACTOR's CLARO/CLARA BHSA Early Intervention Program shall provide school-based early intervention services to improve mental health and well-being among underserved youth in Napa County's UpValley region. CLARO/CLARA shall serve teens on the campuses of St. Helena and Calistoga junior/senior high schools. The CLARO/CLARA BHSA Early Intervention Program shall focus on early identification of behavioral health needs, delivery of brief non-clinical interventions, and connection to ongoing care.

TARGET POPULATION

CONTRACTOR shall serve Black, Indigenous, People of Color (BIPOC), low-income, primarily Latinx youth ages 12-18 in the rural UpValley communities of Calistoga and St. Helena. Participants include Spanish-speaking and bilingual youth enrolled in local junior/senior high schools. This population faces significant barriers to accessing behavioral health services, including transportation limitations, language barriers, stigma, and limited provider availability. Program participants are identified through self-referrals, school support staff, parent/legal guardians, and through outreach and engagement on campus.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR's staff shall provide school-based behavioral health early interventions through the following core activities:

Screening & Early Identification

- Use of Strengths & Difficulties Questionnaire (SDQ)
- Informal screenings, student check-ins, and referrals from school staff and families
- Integration of ACEs-informed screening practices

Brief Time-Limited Interventions

- One-on-one mentoring sessions
- Small group facilitation that is culturally appropriate and trauma-informed
- Crisis de-escalation and emotional regulation support
- Coping skills development and wellness check-ins

Navigation and Linkage to Care

- Referrals to school-based and community behavioral health providers
- Support with scheduling, paperwork, and system navigation

Follow-Up Support

- Ongoing check-ins with youth and families
- Coordination with providers to ensure successful connection to care
- Addressing barriers such as transportation, language, and scheduling

CONTRACTOR shall ensure culturally responsive, linguistically appropriate services will be provided by trained and qualified staff who will:

- Be Bilingual (English/Spanish), bicultural and reflective of the community
- Offer culturally rooted programming that affirms identity and reduces stigma
- Engage participants through youth and family-centered approaches
- Be trained in trauma-informed and healing-centered practices

PROGRAM DELIVERABLES

CONTRACTOR's shall deliver the following measurable outcomes:

Outreach

- Conduct ongoing outreach and engagement activities on school campuses through 20 events
- Serve 80-100 youth annually

Screenings

- Conduct 25 behavioral health screenings utilizing the SDQ and informal assessments
- Staff shall reach out to individuals in need of referrals to behavioral health services within 48 hours and connect them to services within 10 days

Referrals

- Facilitate at least 15 referrals annually to behavioral health services

Successful Linkages

- Provide follow-up services to confirm connection to care for 15 individuals

Short-Term Interventions Mental Health

- Provide one-on-one brief intervention sessions to 30 individuals
- Provide 4 group-based brief intervention sessions to 25 individuals

Other activities

- Train 5 program staff as Healing-Centered Engagement Practitioners in Year 1

Outcome Measure

- 75% of screened individuals will demonstrate improved SDQ Scores as demonstrated by pre- and post-tests

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR shall collaborate with a network of partners to support early identification and connection care including:

- Calistoga Joint Unified School District (CJUSD)
- St. Helena Unified School District (SHUSD)
- Napa County Health and Human Services Agency (HHSA)
- Community-based providers such as Mentis, Aldea, and other behavioral health partners

CONTRACTOR shall receive referrals from:

- School staff, administrators, and parent/guardians
- Student self-referrals
- Coordination through Coordination of Services Team (COST) and the Multi-Tiered System of Supports (MTSS) framework

CONTRACTOR shall facilitate warm handoffs and ongoing coordination to ensure youth successfully access appropriate levels of care.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care.
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location.
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTOR to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

UpValley Family Centers CLARO/CLARA
BHSA Early Intervention

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the CLARO/CLARA BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below. Invoices are due on the 30th of the month following the month of the invoice.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to CONTRACTOR'S failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27, FY 27-28, FY 28-29 EXPENDITURES	**Amount**
1. Human Resource Expenditures	$88,130
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$25,506
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	$113,636
4. Administrative Overhead Attributable to the Project/Program 10%	$11,364
5. TOTAL EI PROGRAM BUDGET	$125,000

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.napacounty.gov or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, ("Efective Date") by and between UpValley Family Centers of Napa County ("Contractor") and Napa County ("County").
This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270096B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").
Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule
(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.
(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.
(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270097B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **ON THE MOVE**, a California nonprofit corporation whose business 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, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide Outreach, Early Identification, Brief Support, and Navigation & Linkage to Culturally Appropriate Resources to Queer and/or Trans, Black, Indigenous and People of Color (QTBIPOC), Spanish-speaking youth, youth who are homeless or at risk of homelessness, youth who are in or at risk of being in the juvenile justice system, and young people who live in rural UpValley communities.; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Alissa dy Abdo ALISSA ABDO, Executive Director

Maximum Amount of this Agreement: $130,813 for Fiscal Year 2026-2027 $124,402 for Fiscal Year 2027-2028 $119,785 for Fiscal Year 2028-2029	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 7/15/26
Term Expires: June 30, 2027	
Automatic renewal of term is modified.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270097B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Alissa Abdo, Executive Director, 780 Lincoln Avenue, Napa, CA 94558.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)

EXHIBIT A
Scope of Work
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

On The Move LGBTQ+ Oasis BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR's Lesbian, Gay, Bisexual, Transgender, Queer+ (LGBTQ+) Oasis BHSA Early Intervention Program has undergone rigorous evaluation during a 5+ year data collection and study period and has been found to prevent and/or reduce the appearance or severity of depression and anxiety by decreasing risk factors and increasing key protective factors for LGBTQI+ young people, including Queer, Trans, Intersex, Black, Indigenous, and People of Color (QTBIPOC), Spanish-speaking, systems-involved and rural living youth. The LGBTQ+ OEIP is aligned with BHSA early intervention frameworks, and is already underway in American Canyon, Napa, St. Helena and Calistoga, eliminating the need for a start-up period. As a result of the OEIP, LGBTQI+ youth will report decreased risk factors that contribute to high rates of suicide, homelessness and justice involvement, increased feelings of connection, safety and/or engagement in school and/or work and increased access to culturally relevant, appropriate care.

TARGET POPULATION

CONTRACTOR's LGBTQI+ Oasis BHSA Early Intervention Program will serve youth and young adults under 25 years old who identify as LGBTQI+ and are at risk of or experiencing early signs of a mental health disorder or who have experienced known risk factors for poor behavioral health outcomes. LGBTQ youth are nearly three times more likely to develop a mental health disorder such as depression or anxiety, according to the National Alliance on Mental Illness (NAMI). They are also significantly more likely to attempt suicide and abuse substances. The risks are especially high for young people: LGBTQ youth ages 10-24 are four times more likely to attempt suicide than their peers, making them the highest priority for indicated prevention and early intervention services. To ensure the most vulnerable youth can access help, the program will specifically target and engage Queer and/or Trans Black, Indigenous and People of Color (QTBIPOC), Spanish-speaking youth, youth who are homeless or at risk of homelessness, youth who are in or at risk of being in the juvenile justice system, and young people who live in rural UpValley communities.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR's LGBTQ+ OEIP shall conduct the following program activities:

(1) Outreach – The OEIP shall safely connect LGBTQI+ young people who are experiencing early signs of behavioral health issues with culturally relevant, low risk resources; peer and community networks through peer support groups; community-building events that reduce isolation; and youth-led, highly visible advocacy projects in schools and community sites that increase youth's willingness to ask for help. Support groups shall be facilitated by youth leaders/staff and will provide youth opportunities to discuss a variety of mental health topics, including identifying mental health symptoms, understanding the impact of trauma on their mental wellbeing, and the unique stressors common to LGBTQ youth.

(2) Early Identification – CONTRACTOR's staff will use the Kessler 6 Screening Tool to screen youth participants for distress and signs of emerging mental illness at program entry and at regular periods during program cycles. In addition, school social workers will screen and connect students to the OEIP.
(3) Brief Support – Young people experiencing elevated distress or urgent mental health needs shall meet with CONTRACTOR's OEIP Coordinators at School Wellness Centers or at the OEIP Youth Center in the City of Napa. CONTRACTOR's OEIP team will use Motivational Interviewing, an evidence-based, person-centered coaching method that helps young people to identify their internal motivation and develop actionable, achievable goals to improve their health and educational outcomes and life circumstances.
(4) Navigation & Linkage to Culturally Appropriate Resources – CONTRACTOR's OEIP shall increase LGBTQ+ youth's direct access to high quality, culturally responsive behavioral health services and other essential services, including housing, healthcare, education and employment resources, through health navigation and linkage to resources and services. OEIP Coordinators shall help LGBTQ+ youth identify their behavioral health and other needs, explore available resources and then provide warm referrals to local LGBTQ+ youth-friendly services, including higher acuity mental health and substance abuse services as needed. CONTRACTOR's Staff shall meet with youth multiple times to ensure that they are able to overcome any barriers to access and that emerging needs are met as youth work towards their goals.

PROGRAM DELIVERABLES

CONTRACTOR's OEIP shall produce the following deliverables under the scope of this contract:

Outreach

- 200 youth will participate in LGBTQI+ friendly events, peer support groups and youth-led advocacy projects as a first step in learning about and accessing services.
- OEIP will serve 200 youth and young adults ages 14-24 who identify as LGBTQI+ and are at risk of or experiencing early signs of behavioral health issues.

Screenings (# anticipated and what tool)

- At least 100 youth will be screened using the Kessler 6 Screening Tool for behavioral health issues

Referrals

- At least 90 youth will connect with an OEIP Program Coordinator for systems navigation, resources, referrals and follow-up check-ins.

Successful Linkages

- At least 90 youth demonstrating elevated distress or signs of mental illness will receive immediate 1:1 individual support and connections

Short-Term Interventions Mental Health

- 70% of youth identified with elevated behavioral health needs will report increased self-understanding and confidence related to their identity, resulting in an improved ability to manage distress and mental health symptoms.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR OEIP shall maintain the following Key Partnerships and Referral Linkages with Community-Based Organizations, school districts, and other agencies:

- Napa Valley, St. Helena and Calistoga School Districts provide space for OEIP activities, student referrals, and access to higher level behavioral health services provided by school staff and co-located community partners
- COUNTY Health and Human Services Agency's Behavioral Health Division provides LGBTQI+-friendly mental health therapy co-located at LGBTQ Connections' Youth Center
- Mentis' Queer-Trans AFFIRM Program provides culturally appropriate individual and group therapy for youth identified and connected by LGBTQ Connection staff
- Aldea provides higher level behavioral health services for youth and their families in schools and at community sites.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

On The Move LGBTQ+ Oasis BHSA Early Intervention

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Lesbian, Gay, Bisexual, Transgender, Queer+ (LGBTQ+) Oasis BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below. Invoices are due on the 30th of the month following the month of the invoice.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27 **EXPENDITURES**	**Amount**
1. Human Resource Expenditures	$113,750
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	

2. Operating Expenditures		$0
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		$113,750
4. Administrative Overhead Attributable to the Project/Program	15%	$17,063
5. TOTAL EI PROGRAM BUDGET		$130,813

Annual Budget for FY 27-28 **EXPENDITURES**	Amount
1. Human Resource Expenditures	$108,176
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$0
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	$108,176
4. Administrative Overhead Attributable to the Project/Program 15%	$16,226
5. TOTAL EI PROGRAM BUDGET	$124,402

Annual Budget for FY 28-29 **EXPENDITURES**	**Amount**
1. Human Resource Expenditures	$104,161
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$0
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	$104,161
4. Administrative Overhead Attributable to the Project/Program 15%	$15,624
5. TOTAL EI PROGRAM BUDGET	$119,785

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

NAPA COUNTY AGREEMENT NO. 270098B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **UP VALLEY FAMILY CENTERS OF NAPA COUNTY**, a California nonprofit corporation, whose mailing address is 1440 Spring Street St. Helena, CA 94574, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide improved access to early identification of behavioral health needs and short-term assistance to help up valley residents of all ages facing geographic, cultural, or linguistic barriers to care to culturally responsive services through this Early Intervention Services Agreement; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Indira Lopez-Jones INDIRA LOPEZ-JONES, Acting Executive Director

Maximum Amount of this Agreement: $42,100 per Fiscal Year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270098B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jenny Ocon, 1440 Spring Street St. Helena, CA 94574

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY- entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement (Napa County Agreement No. 270086B)

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting, and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

UpValley Family Centers' BHSA
Early Intervention (EI) Collaborative Program

PROGRAM OVERVIEW

CONTRACTOR shall provide Early Intervention services designed to identify behavioral health needs early, offer brief support, and connect individuals of all ages to culturally responsive services when they face geographic, cultural, or linguistic barriers to care. Services shall include bilingual outreach, early identification of distress, brief support, navigation, referrals, and warm handoffs. Services shall be provided at CONTRACTOR's Family Centers, farmworker facilities, mobile health events, and other community locations. As part of the Early Intervention collaborative model approved through the RFP, CONTRACTOR shall coordinate with CommuniCare OLE to support referrals, share resources, avoid duplication of services, and connect individuals to appropriate health, behavioral health, and community supports.

TARGET POPULATION

CONTRACTOR's EI Collaborative Program shall prioritize serving underserved and specialty populations including Latine, and people experiencing first episode psychosis. The geographic focus shall be UpValley communities and north Napa County rural areas. CONTRACTOR's UpValley health centers are located specifically to provide easy access and engage those individuals and families that experience systemic health inequities and barriers to accessing healthcare. The EI Collaborative Program shall focus on reaching marginalized populations impacted by changes in Medi-Cal, including low-wage workers who do not receive health care coverage through their jobs, especially those who work in the hospitality and agriculture (winery) industries, and their families; Latine and Spanish-speaking individuals; immigrants; and older adults, especially Latine older adults and/or those on a fixed income.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR' s EI Collaborative Program shall:

- Offer bilingual services of outreach, early identification of distress, brief support, and navigation to culturally responsive services and mobile health at UpValley farmworker facilities and community locations.
- CONTRACTOR's staff includes family and senior case managers who shall serve the target population.
- CONTRACTOR's bilingual/bicultural Family/Senior Case Managers shall conduct intakes and assessments for adult clients using a Social Needs screening tool with those experiencing distress due to life challenges.
- If clients have symptoms of anxiety, depression, and isolation, CONTRACTOR's staff shall connect them with brief treatment services and referrals to behavioral health services including CCOLE.

- CONTRACTOR's Case Managers shall provide clients with navigation to appropriate services, follow-up to confirm successful connection to care, and culturally and linguistically responsive service delivery.
- CONTRACTOR's staff shall provide clients assistance with transportation to medical appointments, support completing applications as needed, patient resource information, and encourage the patient to utilize local resources.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Outreach
- Targeted outreach to 60 individuals

Screenings
- Screening to 48 individuals using PHQ9 Screener

Referrals
- Referrals to support groups, domestic violence, parenting and other resources for 24 individuals
- Referrals to higher levels of care including County Behavioral Health for 6 individuals

Successful Linkages
- 100% successful navigation/warm hand-offs to CCOLE therapist for 24 individuals

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR's Early Intervention Collaborative shall be designed around the partnership with CCOLE to engage common target populations in early intervention access to behavioral health services. Both organizations have bilingual, bicultural staff, and shall serve the underserved, uninsured, unknown immigration status, low income, non-English speaking populations. CONTRACTOR and CCOLE shall work together in UpValley communities sharing resources, including space and BHSA EI staff. Both organizations are long-term, active service providers of unique, unduplicated services. Additional partnerships for CONTRACTOR and CCOLE for making referrals and linkage include COPE Family Center, Aldea, Mentis, and Napa County Behavioral Health.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:
- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care.
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location.

- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTOR to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through training offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

UpValley Family Centers' BHSA
Early Intervention (EI) Collaborative Program

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the UpValley Family Centers' Behavioral Health Services Act (BHSA) Early Intervention (EI) Collaborative Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to CONTRACTOR'S failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27, FY 27-28, and FY 28-29 EXPENDITURES	**Amount**
1. Human Resource Expenditures	$29,659
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$8,614
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	$38,273
4. Administrative Overhead Attributable to the Project/Program 10%	$3,827
5. TOTAL EI PROGRAM BUDGET	**$42,100**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status.**

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.napacounty.gov or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, ("Efective Date") by and between UpValley Family Centers of Napa County ("Contractor") and Napa County ("County").
This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270098B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").
Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule
(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.
(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.
(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270099B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PARENTS CHILD ADVOCACY NETWORK**, a California nonprofit corporation, whose mailing address is 433 Soscol Ave, #B-160, 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, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent education to manage and mitigate chronic stress and build coping skills and protective factors.; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Marlena Garcia MARLENA GARCIA, Executive Director Araceli Soto Araceli Soto (Jul 27, 2026 11:11:45 PDT) ARACELI SOTO, Board President

Maximum Amount of this Agreement: $82,900 per year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/24/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270099B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Marlena Garcia, 433 Soscol Ave #B-160, Napa, CA 94558.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
Scope of Work
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

ParentsCAN Parent Stress BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR's Parent Stress BHSA Early Intervention is a non-clinical, group-based early intervention program that supports parents of children with disabilities by reducing stress, building coping skills, and providing peer support. Its purpose of this program is to offer a low-barrier, culturally responsive entry point to mental wellness services, especially for families facing access challenges.

Parent Stress BHSA EI strategies include:

- Early identification: Screening and assessing parent stress, anxiety, and depression using tools like DASS
- Brief support: Delivering structured, short-term group sessions focused on stress reduction and resilience
- Connection to services: Providing referrals and warm handoffs to ongoing community or clinical behavioral health care when needed

TARGET POPULATION

CONTRACTOR's PSIP shall serve parents/caregivers of children with disabilities in Napa County, prioritizing Spanish-speaking, low-income, rural, and underserved families facing barriers to care. PSIP will be delivered countywide (Napa, American Canyon, Up-Valley) with the majority of participants being low-income, many Spanish-speaking with most participants being adults aged 25–59.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR's PSIP program shall provide a non-clinical, group-based intervention modeled on a Mindfulness Stress Reduction curriculum developed to focus on stress awareness, mindfulness, emotional regulation, coping skills, and peer support. The program offers a low-barrier, stigma-reducing entry point that builds trust and encourages participation.

PSIP groups shall be facilitated by trained Parent Educators with lived experience. Services are delivered bilingually (English/Spanish), and offered through trusted community partnerships to ensure accessible, culturally relevant support.

Participants shall be identified through outreach and referrals from Family Resource Centers, schools, and community partners, and screened using the Depression, Anxiety, Stress Scale (DASS). Participants shall receive brief intervention through group sessions and, if additional needs are identified, shall be connected to community or clinical services through referrals and warm handoffs, including Medi-Cal providers when appropriate.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:
Screening

- 300 parent/caregivers shall be screened for elevated stress and behavioral health needs using the Family Needs Assessment
- 100 parents/caregivers shall self-report that they are in need of additional services/support

Referrals

- 100 successful referrals/linkages to community resources, behavioral health, or clinical services

Short-Term Interventions Mental Health

- 6 PSIP group based intervention cohorts offered throughout the year
- 30 parents/caregivers shall participate in the PSIP cohorts
- 85% of parents will show a decrease in self-reported symptoms in at least one area (Depression, Anxiety and Stress), as measured by pre- and post-DASS scores.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR maintains the following Key Partnerships and Referral Linkages with Community-Based Organizations, school districts, and other agencies:

- UpValley Family Centers
- Puertas Abiertas Family Resource Center
- Cope Family Resource Center
- On the Move Family Resource Centers
- Five local school districts
- Other community-based organizations, behavioral health, and medical providers to support outreach, referrals, and service access across Napa County.

Through the above partnerships, CONTRACTOR shall ensure that PSIP participants are identified and engaged, then connected to appropriate supports. When additional needs are identified, CONTRACTOR shall provide referrals and warm handoffs to community or clinical behavioral health services, including Medi-Cal providers, ensuring timely access to ongoing care.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location

- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

ParentsCAN Parent Stress BHSA Early Intervention

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Parent Stress BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the

compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget	**Amount**
1. Human Resource Expenditures	$56,245
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$15,842
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	$72,087
4. Administrative Overhead Attributable to the Project/Program 15%	$10,813
5. TOTAL EI PROGRAM BUDGET	**$82,900**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, ("Efective Date") by and between Parents Child Advocacy Network dba ParentsCAN ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270099B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.

(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270100B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COPE FAMILY CENTER**, a California nonprofit, whose mailing address is 707 Randolph Street, Napa, CA 94559**,** hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent education services using the evidence-based Positive Parenting Program (Triple P) to parents and caregivers in Napa; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Digitally signed by Jeni Olsen Date: 2026.07.16 14:07:34 -07'00' **JENI OLSEN, Executive Director**

Maximum Amount of this Agreement: $140,126.00 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270100B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joseph Hallett, Interim Deputy Director Behavioral Health, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jeni Olsen, Executive Director, Cope Family Center, 707 Randolph Street, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State Behavioral Health Services Act (BHSA) Early Intervention (EI) funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Napa County Agreement No. 270086B California (CA) Department of Health Care Services (DHCS) Performance Agreement No. 21-10098.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level Code Data Collection and Reporting Requirements (attached)
Exhibit E: Behavioral Health Services Act Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
SCOPE OF WORK
July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2029)

Cope Behavioral Health Services Act Early Intervention Triple P Collaborative

PROGRAM OVERVIEW

CONTRACTOR's Behavioral Health Services Act (BHSA) Early Intervention (EI) Positive Parenting Program (Triple P) Collaborative is a countywide partnership delivering evidence-based parenting and early behavioral health intervention to families across Napa County. The Triple P Collaborative is composed of three funded core partners Cope Family Center, Napa Valley Child Advocacy Network (dba ParentsCAN), and UpValley Family Resource Centers, which operate as an integrated early-intervention system embedded within Napa County's family-support and behavioral health infrastructure. Triple P is a tiered, evidence-based system that strengthens caregiver capacity, addresses emerging social, emotional, and behavioral concerns, and reduces escalation to higher-acuity systems. Services range from brief interventions to multi-session classes, ensuring families receive the right level of support at the right time. All services are provided at no cost in accessible community settings by bilingual, bicultural, culturally responsive practitioners. CONTRACTOR's Triple P Collaborative advances BHSA EI priorities by supporting early identification, brief evidence-based intervention, and timely connection to care, and aligns directly with the Parenting and Early Family Intervention category.

TARGET POPULATION

CONTRACTOR shall serve families with children aged 0–17 who are experiencing early signs of caregiver stress or emerging child behavioral and emotional concerns, with a focus on families who face social, cultural, or structural barriers to accessing parenting and behavioral health supports early. CONTRACTOR's priority populations will include low-income families, Spanish-speaking and bilingual households, families of children with developmental or behavioral disabilities, and families in the City of Napa and American Canyon areas. CONTRACTOR shall serve approximately 63% of participants who are anticipated to be under age 25 and 37% aged 25 or older.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall deliver Triple P Levels 2–5 as a tiered, evidence-based early intervention system matched to family needs:

- Level 2 provides brief, light-touch seminars and consultations for families with mild concerns, primarily delivered in childcare, preschool, and elementary school settings. Approximately, 80% of Level 2 seminars shall be offered in Spanish.
- Levels 3–4 provide brief group interventions and multi-session group classes (including Triple P Core/Group) for families with more moderate concerns, supporting improvements in caregiver well-being, parent-child relationships, and child behavior.
- Level 5 provides intensive, individualized support for families with more complex needs.

Validated screening tools shall be used to support early identification of caregiver stress and child social, emotional, and behavioral concerns and to guide placement and referral. Services shall be delivered in group formats that also create opportunities for peer connection, reducing isolation, normalizing help-seeking and building informal support networks.

At the Collaborative level, the TPC shall coordinate the following supporting activities:

- Peer-Assisted Supervision and Support (PASS) sessions to promote practitioner skill-building and model fidelity;
- Quarterly Collaborative meetings to guide cross-agency planning and data review;
- Coordinated training and accreditation to ensure consistent, fidelity-driven service delivery;
- Development and maintenance of a centralized NCTPC website to increase service visibility and streamline referrals; and
- Participation in monthly California (CA) Triple P Collaborative meetings to align with statewide best practices.

Services shall be delivered in a culturally responsive and linguistically appropriate manner by bilingual, bicultural practitioners trained in Triple P. Curricula and all data tools will be available in English and Spanish. Services shall be co-located in trusted community settings including Family Resource Centers (FRCs) school-based sites, and preschools and offered online to further reduce geographic, transportation, language, and stigma-related barriers. Onsite childcare and meals or snacks shall be provided to support consistent engagement. Families in need of more intense services shall be connected to Behavioral Health and community services through warm handoffs and referral coordination with partner agencies.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR shall collaborate with a network of partners to support early identification and connection care including:

- Local school districts — Napa Valley Unified School District (NVUSD), Saint Helena Unified School District (SHUSD), Calistoga Joint Unified School District (CJUSD), and UpValley preschools through Preschool For All, supporting co-located service delivery in communities with high concentrations of low-income, Latiné, and Spanish-speaking families and families of children with special needs;
- Napa County Health and Human Services Agency (HHSA) Child Welfare Services — coordinated referrals and ongoing communication to support families experiencing elevated risk, strengthen parenting capacity, and reduce further system involvement;
- Behavioral Health providers — including Aldea Children & Family Services, Mentis, CommuniCare+OLE, and Napa County HHSA Behavioral Health, ensuring families whose needs exceed brief parenting intervention are quickly connected to outpatient or higher-acuity care; and
- Unfunded Collaborative partners — Napa County HHSA Self-Sufficiency Services (SSS) and Child Start, Inc., who participate in Collaborative activities and referral coordination.

These partnerships embed Triple P within Napa County's broader behavioral health continuum, strengthening coordinated early-intervention pathways for priority populations.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Short-term Interventions

CONTRACTOR shall provide the following Triple P services to one hundred twenty-one (121) unduplicated individuals:

- Level 2 services to fifty-one (51) individuals
- Level 3 services to thirty-seven (37) individuals
- Level 4 services to forty-three (43) individuals
- Level 5 services to twenty (20) individuals
- Thirty-eight (38) individuals shall attend Peer-Assisted Supervision and Support (PASS) sessions

Screenings/Assessments

- One hundred thirty-four (134) individuals shall be screened using the Depression, Anxiety, and Stress Scale-21 (DASS-21), Strengths and Difficulties Questionnaire (SDQ), or Spence Children's Anxiety Scale - Parent version (SCAS-P) Screening Tools.

Linkages and Referrals

- Successful Linkages and Referrals to higher level services shall be provided for fifty-three (53) individuals

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA EI reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care;
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location;
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method; and
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit BHSA Quarterly Early Intervention Program Report to COUNTY using COUNTY provided template in accordance with the following schedule:

REPORTING PERIOD	REPORTING DUE DATE
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of EI services, deliverables, and outcomes described in this Scope of Work (SOW). Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

EI monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this SOW shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA EI requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency (HHSA) Behavioral Health (BH) Division

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30,2027(and each subsequent automatic renewal terminating no later than June 30, 2029)

Cope Behavioral Health Services Act Early Intervention Positive Parenting Program Collaborative

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Behavioral Health Services Act **(**BHSA) Early Intervention (EI) **Positive Parenting Program (**Triple P) Collaborative as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY) as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent FY, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans (MCPs), or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with MCPs, and pursuing Medi-Cal certification through Napa County HHSA Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. **CONTRACTOR shall submit monthly invoices within thirty (30) days of the end of the month to** BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the compensation

invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

EXPENDITURES	AMOUNT
1. Human Resource Expenditures	$109,517
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$12,332
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	**$121,849**
4. Administrative Overhead Attributable to the Project/Program (15%)	$18,277
TOTAL EI PROGRAM BUDGET	**$140,126**

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED $140,126.00 PER FISCAL YEAR.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level Code Data Collection and Reporting Requirements for Behavioral Health Services Act Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health (BH) Individual Service Level (ISL) Early Intervention Encounter (EI) Reporting. ISL encounter reporting captures all individual level BH services and expenditures provided directly to clients by County BH Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit D. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to ISL Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California (CA) Department of Health Care Services (DHCS) requirements. Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY BH funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage;
- Services not claimable under Medi-Cal rules;
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data; and
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to EI services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case	ISL302	minutes	

	management), record the service under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost-of-living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers;
- Transportation assistance;
- Food, clothing, or essential needs items;
- Flexible or "whatever-it-takes" expenditures; and
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications;
- Required demographic elements;
- Date(s) of service or support;

- Type of service, activity, or expenditure;
- Location or setting;
- Funding source designation;
- Units, duration, or amount of expenditure (as applicable); and
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.

CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements

CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance

CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, Behavioral Health Information Notices (BHINs), Single Point of Access (SPAs), COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability

CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention

CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)

COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards, implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available.

EXHIBIT E

Behavioral Health Services Act Early Intervention Provider Requirements

1. Behavioral Health Services Act

1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California (CA) Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention (EI) services consistent with this Agreement, the Scope of Work (SOW), applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA EI services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health (BH), Medi-Cal, Medi-Cal MCPs, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services such as Specialty Mental Health Services (SMHS), Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded EI services that are also covered by Medi-Cal, a Medi-Cal MCP, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health (BH) Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;

3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and
4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal MCP or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
1. Identify whether the participant has Medi-Cal MCP coverage or commercial health insurance;
2. Coordinate with the participant's health plan or other payer when appropriate;
3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal MCP, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. <u>Provider Qualifications</u>

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.
B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.
C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.
D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.
E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.
F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.
G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. <u>Nondiscrimination</u>

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.
B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status,

disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, (“Efective Date") by and between Cope Family Center ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270100B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a “Covered Entity” and Contractor is a “Business Associate” as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.

(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270101B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **OLE HEALTH dba COMMUNICARE+OLE**, a California nonprofit corporation, whose mailing address is 1141 Pear Tree Lane, Suite 100, Napa, California 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide early identification of behavioral health needs and provide short-term assistance to help individuals of all ages facing geographic, cultural, or linguistic barriers to care through this Early Intervention Services Agreement; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Signed by: [signature] 13E52FD2E9AA458... ALICIA HARDY, Chief Executive Officer

Maximum Amount of this Agreement: $62,000 per Fiscal Year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270101B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Alicia Hardy, CEO, 1141 Pear Tree Lane, Suite 100, Napa, California 94558.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY- entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement (Napa County Agreement No. 270086B)

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting, and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

CommuniCare OLE BHSA Early Intervention Collaborative

PROGRAM OVERVIEW

CONTRACTOR shall provide Early Intervention services designed to identify behavioral health needs early, offer brief support, and connect individuals of all ages to culturally responsive services when they face geographic, cultural, or linguistic barriers to care. Services shall include bilingual outreach, early identification of distress, brief support, navigation, referrals, and warm handoffs. Services shall be provided at CONTRACTOR's health centers, through mobile health services, at farmworker facilities, and at other community locations. As part of the Early Intervention collaborative model approved through the RFP, CONTRACTOR shall coordinate with UpValley Family Centers to support referrals, share resources, avoid duplication of services, and connect individuals to appropriate health, behavioral health, and community supports.

TARGET POPULATION

CONTRACTOR's EI Program shall prioritize serving underserved and specialty populations including Latine, and people experiencing first episode psychosis. The geographic focus shall be UpValley communities and north Napa County rural areas. CONTRACTOR's UpValley health centers are located specifically to provide easy access and engage those individuals and families that experience systemic health inequities and barriers to accessing healthcare. The EI Program shall focus on reaching marginalized populations impacted by changes in Medi-Cal, including low-wage workers who do not receive health care coverage through their jobs, especially those who work in the hospitality and agriculture (winery) industries, and their families; Latine and Spanish-speaking individuals; immigrants; and older adults, especially Latine older adults and/or those on a fixed income.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR bilingual/bicultural staff shall provide:

- Outreach, early identification of distress, brief support, and navigation to culturally responsive services at CONTRACTOR's health centers, UpValley Family Centers and mobile health at UpValley farmworker facilities and community locations on scheduled consistent dates.
- .5 FTE bilingual (Spanish/English), bicultural Licensed or Registered Clinical Social Worker (LCSW/ASW) shall work scheduled hours in Calistoga and St. Helena, co-located at UpValley Family Centers and CONTRACTOR's health centers; which also can include virtual visits schedule to be determined.
- Care coordinator (unfunded) shall conduct a Social Determinants of Health (SDoH) survey for all patients during intake.
- The LCSW/ASW shall receive warm hand-offs from the care coordinator and UVFC Case Managers of individuals identified for BH support.

- The LCSW/ASW shall complete PHQ-9 surveys for all client/patients and provide early identification through assessment activities, such as collecting and gathering information with the client to determine appropriate level of care/ treatment needs and recommendations/ diagnosis.
- The LCSW/ASW shall provide brief behavioral health support and with the patient and family, develop a care plan, including review of resolving resource needs.
- The Care Coordinator, a member of the Integrated Behavioral Health (IBH) team, shall work in continuous partnership with the patient, their family when appropriate, IBH providers, CONTRACTOR's Care Team, and community partners to improve health outcomes, closing the loop on internal and external referrals; serve as the point of contact, advocate, and informational resource for patients, family/caregiver(s), primary care team, payers, and community resources.
- Anticipated ages to be served
    - Individuals under age 25: 10%
    - Adults age 25 and older: 75%
    - Older adults age 60 and older: 15%

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

- Outreach
    - Targeted, culturally responsive outreach to 100 individuals per year
- Screenings
    - Screening for 60 individuals per year
- Referrals
    - Navigation for 60 individuals per year
    - Referrals and warm hand-offs to 60 individuals per year
    - Referrals for seven individuals per year to higher levels of care

- Short-term, mental health interventions
    - Brief treatment to 60 individuals per year
    - Short-term case management to 60 individuals per year
- Outcome
    - 75% of clients who are connected to therapy services will show a reduction in symptoms using PHQ9 screener, that is administered at the beginning and end of support.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR's Early Intervention Collaborative shall be designed around the partnership with UVFC to engage common target populations in early intervention access to behavioral health services. Both organizations have bilingual, bicultural staff, and shall serve the underserved, uninsured, unknown immigration status, low income, non-English speaking populations. CONTRACTOR and UVFC shall work together in UpValley communities sharing resources, including space and BHSA EI staff. Both organizations are long-term, active service providers of unique, unduplicated services. Additional partnerships for CONTRACTOR and

UVFC for making referrals and linkage include COPE Family Center, Aldea, Mentis, and Napa County Behavioral Health.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care.
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location.
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

CommuniCare OLE BHSA Early Intervention Collaborative

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the BHSA Early Intervention Collaborative Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to CONTRACTOR'S failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27, FY 27-28, and FY 28-29 EXPENDITURES	**Amount**
1. Human Resource Expenditures	$62,000
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$0
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	$62,000
4. Administrative Overhead Attributable to the Project/Program 0%	$0
5. TOTAL EI PROGRAM BUDGET	**$62,000**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

NAPA COUNTY AGREEMENT NO. 270102B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COPE FAMILY CENTER**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide an early-intervention access point for Napa County families experiencing emerging behavioral health needs driven by parenting stress and life challenges; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	JENI OLSEN, Executive Director

Maximum Amount of this Agreement: $108,300 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270102B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jeni Olsen, Executive Director, 707 Randolph Street, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
Scope of Work
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Cope Family Center Family Support Hub
BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR's Family Support Hub (Hub) BHSA Early Intervention program shall serve as a trusted, low-barrier early-intervention access point for Napa County families experiencing emerging behavioral health needs driven by parenting stress and life challenges. The Hub shall provide early support, advancing BHSA Early Intervention priorities by addressing both drivers of distress and barriers to care through early identification, brief support and stabilization, and active navigation and linkage to appropriate behavioral health and supportive services. Services shall include structured screening, brief relational and concrete supports, and warm handoffs as needed to ensure successful connection and continuity of care. The Hub supports Behavioral Health Transformation goals by expanding access to community-based early-intervention services, reducing untreated behavioral health needs, and decreasing reliance on crisis-driven systems.

TARGET POPULATION

CONTRACTOR's Hub Program addresses the early intervention needs of Napa County families experiencing emerging behavioral health needs driven by chronic stress and unmet basic needs, including financial instability, housing and food insecurity, immigration related fear, and social isolation. Priority populations include low-income families, Spanish-speaking and bilingual households, and families in geographically isolated and underserved communities.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR's Hub Program shall provide four interconnected services:

- Early Identification – Structured screening and assessment at intake, including the Environmental Screening Questionnaire (ESQ) and Hunger Vital Signs, allow staff to recognize early indicators of behavioral health concerns and respond before symptoms intensify.
- Brief Support and Stabilization – Staff shall address urgent basic needs that interfere with help-seeking, including concrete assistance (e.g., diapers, formula, grocery gift cards) and brief relational support and problem-solving thereby reducing immediate stressors and increasing families' capacity to recognize concerns and follow through with referrals.
- Service Navigation and Linkage – Care Coordinators shall actively support coordinated connections to behavioral health and supportive services through warm handoffs and referrals to CONTRACTOR's other programs (e.g., peer support groups, parenting education, home visiting) as well as community partners. Staff shall assist families in understanding options, addressing barriers, scheduling appointments, and following through with linkages/referrals.

All services shall be delivered using Motivational Interviewing (MI), a research-based, strengths-centered approach that builds trust, reduces stigma, and supports readiness for change. Services shall be delivered in a culturally responsive and linguistically appropriate manner by bilingual, bicultural staff trained in Motivational Interviewing, Adverse Childhood Experiences (ACEs), and the Strengthening Families 5 Protective Factors framework. All services are provided at no cost, reducing financial barriers to access.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR partners with several Community-Based Organizations (CBOs) and agencies including:

- Providence Community Health Napa Valley
- Adventist Health
- First 5 Napa County
- Planned Parenthood
- Napa Valley Together
- Michael Leonardi Foundation
- Napa County Office of Education

Referrals and linkages to ongoing behavioral health or other care shall occur through warm handoffs, closed-loop referral coordination, and follow-up navigation support. Care Coordinators shall assist families in scheduling appointments, addressing barriers, and monitoring progress to ensure successful connection and continuity of care.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Contract Outputs:

- Screenings
  - 46 parents/caregivers screened with the ESQ Screener

- Referrals and Resources
  - 460 resource connections provided to 114 families

- Short-Term Interventions Mental Health
  - 3 Cope Connection Peer Support Groups will be provided, with a total attendance of at least 30 parents/caregivers.

Outcomes

- 100% of parents/caregivers completing expanded care coordination will receive at least one successful linkage to a community resource, behavioral health service, or other supportive service based on identified needs.

- 75% of parents/caregivers enrolled in expanded care coordination will demonstrate improvement in family protective factors and reduction in environmental risk factors, as measured by changes in overall Environmental Screening Questionnaire (ESQ) scores from intake to post assessment.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Cope Family Center Family Support Hub
BHSA Early Intervention Program

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Family Support Hub BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget		Amount
1. Human Resource Expenditures This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.		$67,039
2. Operating Expenditures 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.		$27,135
3. Subtotal Human Resources and Operating Expenditures		$94,174
4. Administrative Overhead Attributable to the Project/Program	15%	$14,126
5. TOTAL EI PROGRAM BUDGET		**$108,300**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.

Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.

Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, (“Efective Date") by and between Cope Family Center ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270102B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a “Covered Entity” and Contractor is a “Business Associate” as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.

(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270103B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **UPVALLEY FAMILY CENTERS**, a California nonprofit, whose mailing address is 1440 Spring Street, St. Helena, CA 94574, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent education services using the evidence-based Positive Parenting Program (Triple P) to parents and caregivers in UpValley; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Indira López-Jones INDIRA LOPEZ-JONES, Acting Executive Director

Maximum Amount of this Agreement: $62,544.00 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270103B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joseph Hallett, Interim Deputy Director Behavioral Health, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jenny Ocon, Executive Director, UpValley Family Centers Family Center, 1440 Spring Street, St. Helena, CA 94574.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State Behavioral Health Services Act (BHSA) Early Intervention (EI) funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Napa County Agreement No. 270086B California (CA) Department of Health Care Services (DHCS) Performance Agreement No. 21-10098.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level Code Data Collection and Reporting Requirements (attached)
Exhibit E: Behavioral Health Services Act Early Intervention Provider Requirements (attached)
Exhibit F: Business Associate Agreement (attached)

EXHIBIT A
SCOPE OF WORK
July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2029)

UpValley Family Resource Centers Behavioral Health Services Act Early Intervention Triple P Collaborative

PROGRAM OVERVIEW

CONTRACTOR shall provide Behavioral Health Services Act (BHSA) Early Intervention (EI) services through the Positive Parenting Program (Triple P), an evidence-based parenting and early behavioral health intervention model for families in Napa County. UpValley Family Resource Centers is one of the funded partners in the broader Triple P Collaborative and shall be responsible for delivering the services, activities, and deliverables described in this Scope of Work (SOW). CONTRACTOR shall deliver Triple P Levels 2–4, a tiered, evidence-based system that strengthens caregiver capacity, addresses emerging social, emotional, and behavioral concerns, and reduces escalation to higher-acuity systems. Services range from brief interventions to multi-session classes, ensuring families receive the right level of support at the right time. Services shall be provided at no cost in accessible community settings by bilingual, bicultural, culturally responsive practitioners.

CONTRACTOR's services shall advance BHSA EI priorities by supporting early identification, brief evidence-based intervention, timely connection to care, and reduced barriers to accessing parenting and behavioral health supports.

TARGET POPULATION

CONTRACTOR shall serve Napa County families with children aged 0–17 who are experiencing early signs of caregiver stress or emerging child behavioral and emotional concerns, with a focus on families who face social, cultural, or structural barriers to accessing parenting and behavioral health supports early. Priority populations include UpValley low-income families, Spanish-speaking and bilingual households, families of children with developmental or behavioral disabilities, and families in geographically isolated areas of the North County.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall deliver Triple P Levels 2–4 as a tiered, evidence-based early intervention system matched to family needs. Validated screening tools shall be used to support early identification of caregiver stress and child social, emotional, and behavioral concerns, and to guide placement and referral.

Triple P Services shall be delivered in group formats that also create opportunities for peer connection, reducing isolation, normalizing help-seeking and building informal support networks.

- **Level 2** provides brief, light-touch seminars and consultations for families with mild concerns, primarily delivered in childcare, preschool, and elementary school settings. Approximately 80% of Level 2 seminars shall be offered in Spanish.
- **Levels 3–4** provide brief group interventions and multi-session group classes (including Triple P Core/Group) for families with more moderate concerns, supporting improvements in caregiver well-being, parent-child relationships, and child behavior.

CONTRACTOR shall participate in and support Collaborative-level activities, as applicable to CONTRACTOR's role, including:

- Peer-Assisted Supervision and Support (PASS) sessions to promote practitioner skill-building and model fidelity;
- Quarterly Collaborative meetings to guide cross-agency planning and data review;
- Coordinated training and accreditation to ensure consistent, fidelity-driven service delivery;
- Development and maintenance of a centralized NCTPC website to increase service visibility and streamline referrals; and
- Participation in monthly California (CA) Triple P Collaborative meetings to align with statewide best practices.

Services shall be delivered in a culturally responsive and linguistically appropriate manner by bilingual, bicultural practitioners trained in Triple P. Curricula and all data tools shall be available in English and Spanish. Services are co-located in trusted community settings -- including Family Resource Centers (FRCs), school-based sites, and preschools -- and offered via Zoom to further reduce geographic, transportation, language, and stigma-related barriers. Onsite childcare and meals or snacks shall be provided to support consistent engagement.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR shall collaborate with a network of partners to support early identification and connection to care including:

- **Local school districts** — Napa Valley Unified School District (NVUSD), Saint Helena Unified School District (SHUSD), Calistoga Joint Unified School District (CJUSD), and UpValley preschools through Preschool For All, supporting co-located service delivery in communities with high concentrations of low-income, Latiné, and Spanish-speaking families and families of children with special needs.
- **Napa County Child Welfare Services** — coordinated referrals and ongoing communication to support families experiencing elevated risk, strengthen parenting capacity, and reduce further system involvement.
- **Behavioral health providers** — including Aldea Children & Family Services, Mentis, CommuniCare+OLE, and Napa County Health and Human Services Agency (HHSA) Behavioral Health, ensuring families whose needs

exceed brief parenting intervention are quickly connected to outpatient or higher-acuity care.

- **Unfunded Collaborative partners** — Napa County HHSA Self-Sufficiency Services (SSS) and Child Start, Inc. who participate in Collaborative activities and referral coordination.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Short-term Interventions

CONTRACTOR shall provide the following Triple P services to one hundred twenty-one (121) unduplicated individuals:

- Level 2 services to ninety-two (92) individuals
- Level 3 services to twenty-seven (27) individuals
- Level 4 services to eighteen (18) individuals
- Seventeen (17) individuals shall attend Peer-Assisted Supervision and Support (PASS) sessions

Screenings/Assessments

- Sixteen (16) individuals shall be screened using the Depression, Anxiety, and Stress Scale-21 (DASS -21), Strengths and Difficulties Questionnaire (SDQ), or Spence Children's Anxiety Scale - Parent version (SCAS-P) Screening Tools.

Linkages and Referrals

- 100% successful linkages and referrals to higher level services shall be provided for sixteen (16) individuals

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA EI reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care;
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location;
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method; and
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit BHSA Quarterly Early Intervention Program Report to COUNTY using COUNTY-provided template in accordance with the following schedule:

REPORTING PERIOD	REPORTING DUE DATE
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the EI services, deliverables, and outcomes described in this SOW. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

EI monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this SOW shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA EI requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency (HHSA) Behavioral Health (BH) Division

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2029)

UpValley Family Resource Centers Behavioral Health Services Act Early Intervention Positive Parenting Program Collaborative

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the **Behavioral Health Services** (BHSA) Early Intervention (EI) **Positive Parenting Program Collaborative** (Triple P) as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY) as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent FY, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans (MCPs), or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County HHSA Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit C for ISL Reporting information). Payments may be held until ISL data is received.

invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

EXPENDITURES	AMOUNT
1. Human Resource Expenditures	$38,076
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$16,310
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	**$54,386**
4. Administrative Overhead Attributable to the Project/Program (15%)	$8,158
TOTAL EI PROGRAM BUDGET	**$62,544**

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED $62,544.00 PER FISCAL YEAR.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status.**

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.napacounty.gov or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

EXHIBIT D

Individual Service Level Code Data Collection and Reporting Requirements for Behavioral Health Services Act Early Intervention Programs

1. Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health (BH) Individual Service Level (ISL) Early Intervention Encounter (EI) Reporting. ISL encounter reporting captures all individual level BH services and expenditures provided directly to clients by County BH Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit D. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to ISL Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California (CA) Department of Health Care Services (DHCS) requirements. Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY BH funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage;
- Services not claimable under Medi-Cal rules;
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data; and
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to EI services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case	ISL302	minutes	

	management), record the service under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost-of-living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers;
- Transportation assistance;
- Food, clothing, or essential needs items;
- Flexible or "whatever-it-takes" expenditures; and
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications;
- Required demographic elements;
- Date(s) of service or support;

- Type of service, activity, or expenditure;
- Location or setting;
- Funding source designation;
- Units, duration, or amount of expenditure (as applicable); and
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.

CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements

CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance

CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, Behavioral Health Information Notices (BHINs), Single Point of Access (SPAs), COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability

CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention

CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards, implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies
Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available.

EXHIBIT E

Behavioral Health Services Act Early Intervention Provider Requirements

1. Behavioral Health Services Act

1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California (CA) Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention (EI) services consistent with this Agreement, the Scope of Work (SOW), applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA EI services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health (BH), Medi-Cal, Medi-Cal MCPs, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services such as Specialty Mental Health Services (SMHS), Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded EI services that are also covered by Medi-Cal, a Medi-Cal MCP, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health (BH) Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;

3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and
4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal MCP or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
1. Identify whether the participant has Medi-Cal MCP coverage or commercial health insurance;
2. Coordinate with the participant's health plan or other payer when appropriate;
3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal MCP, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status,

disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of 1st day of July, 2026, ("Efective Date") by and between UpValley Family Centers of Napa County ("Contractor") and Napa County ("County").
This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270103B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").
Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule
(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.
(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.
(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270104B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **NAPA VALLEY CHILD ADVOCACY NETWORK dba PARENTSCAN**, a California nonprofit, whose mailing address is 433 Soscol Avenue, #B-160, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent education services using the evidence-based Positive Parenting Program (Triple P) to parents and caregivers of children with behavioral, developmental, medical, and other challenges who are struggling with the pressures of parenting; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	*Marlena Garcia* **MARLENA GARCIA, Executive Director**

Maximum Amount of this Agreement: $73,930.00 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270104B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joseph Hallett, Interim Deputy Director Behavioral Health, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Marlena Garcia, Executive Director, ParentsCAN, 433 Soscol Avenue, #B-160, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State Behavioral Health Services Act (BHSA) Early Intervention (EI) funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Napa County Agreement No. 270086B California (CA) Department of Health Care Services (DHCS) Performance Agreement No. 21-10098.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level Code Data Collection and Reporting Requirements (attached)
Exhibit E: Behavioral Health Services Act Early Intervention Provider Requirements (attached)

EXHIBIT A
SCOPE OF WORK
July 1, 2026 through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2029)

UpValley Family Resource Centers Behavioral Health Services Act Early Intervention Triple P Collaborative

PROGRAM OVERVIEW

CONTRACTOR's Behavioral Health Services Act **(**BHSA) Early Intervention (EI) services through the Positive Parenting Program (Triple P) Collaborative is a countywide partnership delivering evidence-based parenting and early behavioral health intervention to families across Napa County. The Triple P Collaborative's three funded core partners (Cope Family Center, ParentsCAN, and UpValley Family Resource Centers) operate as an integrated early-intervention system embedded within Napa County's family-support and behavioral health infrastructure. Triple P offers is a tiered, evidence-based system that strengthens caregiver capacity, addresses emerging social, emotional, and behavioral concerns, and reduces escalation to higher-acuity systems. Services range from brief interventions to multi-session classes, ensuring families receive the right level of support at the right time. All services are provided at no cost in accessible community settings by bilingual, bicultural, culturally responsive practitioners.

CONTRACTOR's Triple P Collaborative advances BHSA Early Intervention priorities by supporting early identification, brief evidence-based intervention, and timely connection to care, and aligns directly with the Parenting and Early Family Intervention category.

TARGET POPULATION

CONTRACTOR shall serve families with children aged 0–17 who are experiencing early signs of caregiver stress or emerging child behavioral and emotional concerns, with a focus on families who face social, cultural, or structural barriers to accessing parenting and behavioral health supports early. CONTRACTOR's priority populations shall include low-income families, Spanish-speaking and bilingual households, families of children with developmental, medical, or behavioral disabilities throughout the Napa County.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR's shall deliver Triple P Levels 2–4 as a tiered, evidence-based early intervention system matched to family need. Validated screening tools shall be used to support early identification of caregiver stress and child social, emotional, and behavioral concerns and to guide placement and referral.

Triple P Services shall be delivered in group formats that also create opportunities for peer connection, reducing isolation, normalizing help-seeking and building informal support networks.

- **Level 2** provides brief, light-touch seminars and consultations for families with mild concerns, primarily delivered in childcare, preschool, and elementary school settings. Approximately, 80% of Level 2 seminars shall be offered in Spanish.
- **Levels 3–4** provide brief group interventions and multi-session group classes (including Triple P Core/Group) for families with more moderate concerns, supporting improvements in caregiver well-being, parent-child relationships, and child behavior.

Validated screening tools shall be used to support early identification of caregiver stress and child social, emotional, and behavioral concerns and to guide placement and referral. Services shall be delivered in group formats that also create opportunities for peer connection, reducing isolation, normalizing help-seeking and building informal support networks.

At the Collaborative level, the TPC shall coordinate the following supporting activities:

- Peer-Assisted Supervision and Support (PASS) sessions to promote practitioner skill-building and model fidelity
- Quarterly Collaborative meetings to guide cross-agency planning and data review
- Coordinated training and accreditation to ensure consistent, fidelity-driven service delivery
- Development and maintenance of a centralized NCTPC website to increase service visibility and streamline referrals
- Participation in monthly California (CA) Triple P Collaborative meetings to align with statewide best practices.

Services shall be delivered in a culturally responsive and linguistically appropriate manner by bilingual, bicultural practitioners trained in Triple P. Curricula and all data tools will be available in English and Spanish. Services shall be co-located in trusted community settings including Family Resource Centers, school-based sites, and preschools and offered online to further reduce geographic, transportation, language, and stigma-related barriers. Onsite childcare and meals or snacks shall be provided to support consistent engagement. Families in need of more intense services shall be connected to behavioral health and community services through warm handoffs and referral coordination with partner agencies.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR shall collaborate with a network of partners to support early identification and connection care including:

- **Local school districts** — Napa Valley Unified School District (NVUSD), Saint Helena Unified School District (SHUSD), Calistoga Joint Unified School District (CJUSD), and UpValley preschools through Preschool For All, supporting co-located service delivery in communities with high concentrations of low-income, Latiné, and Spanish-speaking families and families of children with special needs.

- **Napa County Child Welfare Services (CWS)** — coordinated referrals and ongoing communication to support families experiencing elevated risk, strengthen parenting capacity, and reduce further system involvement.
- **Behavioral health providers** — ncluding Aldea Children & Family Services, Mentis, CommuniCare+OLE, and Napa County Behavioral Health, ensuring families whose needs exceed brief parenting intervention are quickly connected to outpatient or higher-acuity care.
- **Unfunded Collaborative partners** — Napa County HHSA Self-Sufficiency Services (SSS) and Child Start, Inc. who participate in Collaborative activities and referral coordination.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Short-term Interventions

CONTRACTOR shall provide the following Triple P services to two hundred ten (210) unduplicated individuals:

- Level 2 services to one hundred twenty-nine (129) individuals
- Level 3 services to one hundred nine (109) individuals
- Level 4 services to thirty-six (36) individuals
- Twenty-two (22) individuals shall attend Peer-Assisted Supervision and Support (PASS) sessions

Screenings/Assessments

- Thirty (30) individuals shall be screened using the Depression, Anxiety, and Stress Scale-21 (DASS -21), Strengths and Difficulties Questionnaire (SDQ), or Spence Children's Anxiety Scale - Parent version (SCAS-P) Screening Tools.

Linkages and Referrals

- 100% successful linkages and referrals to higher level services shall be provided for eighteen (18) individuals

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care;
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location;

- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method; and
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit BHSA Quarterly Early Intervention Program Report to COUNTY using COUNTY-provided template in accordance with the following schedule:

REPORTING PERIOD	REPORTING DUE DATE
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the EI services, deliverables, and outcomes described in this SOW. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

EI monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this SOW shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA EI requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency (HHSA) Behavioral Health (BH) Division

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30,2027
(and each subsequent automatic renewal terminating no later than June 30, 2029)

UpValley Family Resource Centers Behavioral Health Services Act Early Intervention Positive Parenting Program Collaborative

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Behavioral Health Services (BHSA) Early Intervention (EI) Positive Parenting Program Collaborative **(**Triple P) as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY) as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by HHSA has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent FY, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans (MCPs), or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County HHSA Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. **CONTRACTOR shall submit monthly invoices within thirty (30) days of the end of the month** to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the compensation

invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

EXPENDITURES	AMOUNT
1. Human Resource Expenditures	$42,119
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$23,907
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	**$66,026**
4. Administrative Overhead Attributable to the Project/Program (15%)	$9,904
TOTAL EI PROGRAM BUDGET	**$75,930**

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED $75,930.00 PER FISCAL YEAR.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level Code Data Collection and Reporting Requirements for Behavioral Health Services Act Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements

Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health (BH) Individual Service Level (ISL) Early Intervention Encounter (EI) Reporting. ISL encounter reporting captures all individual level BH services and expenditures provided directly to clients by County BH Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit D. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose

This Exhibit establishes CONTRACTOR's obligations related to ISL Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California (CA) Department of Health Care Services (DHCS) requirements. Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.

Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability

This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY BH funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting

CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage;
- Services not claimable under Medi-Cal rules;
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data; and
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to EI services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service		Notes (Optional)
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case	ISL302	minutes	

	management), record the service under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost-of-living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers;
- Transportation assistance;
- Food, clothing, or essential needs items;
- Flexible or "whatever-it-takes" expenditures; and
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications;
- Required demographic elements;
- Date(s) of service or support;

- Type of service, activity, or expenditure;
- Location or setting;
- Funding source designation;
- Units, duration, or amount of expenditure (as applicable); and
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.

CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements

CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance

CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, Behavioral Health Information Notices (BHINs), Single Point of Access (SPAs), COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability

CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention

CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)

COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards, implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available.

EXHIBIT E

Behavioral Health Services Act Early Intervention Provider Requirements

1. Behavioral Health Services Act

1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California (CA) Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention (EI) services consistent with this Agreement, the Scope of Work (SOW), applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA EI services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health (BH), Medi-Cal, Medi-Cal MCPs, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services such as Specialty Mental Health Services (SMHS), Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded EI services that are also covered by Medi-Cal, a Medi-Cal MCP, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health (BH) Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;

3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and
4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal MCP or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
1. Identify whether the participant has Medi-Cal MCP coverage or commercial health insurance;
2. Coordinate with the participant's health plan or other payer when appropriate;
3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal MCP, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. <u>Provider Qualifications</u>

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.
B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.
C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.
D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.
E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.
F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.
G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. <u>Nondiscrimination</u>

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.
B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status,

disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of this 1st day of July, 2026 ("Effective Date") by and between Napa Valley Child Advocacy Network dba ParentsCAN ("Contractor") and Napa County ("County").

This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270104, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.

(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270105B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **SHARE THE CARE NAPA VALLEY** a California nonprofit corporation, whose mailing address is 162 South Coombs Street, Napa, California 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide early identification services for older adults in Napa County through this Early Intervention Services Agreement; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE**, **Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	 HEATHER LUNA, Executive Director BOB NATIONS, Board President

Maximum Amount of this Agreement: $35,000 per Fiscal Year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270105B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Heather Luna, Executive Director, 162 South Coombs Street, Napa, California 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY- entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement (Napa County Agreement No. 270086B)

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation, Financial Reporting, and Budget (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)
Exhibit F: HIPAA Business Associate Agreement

EXHIBIT A
SCOPE OF WORK

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Share the Care Older Adult BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR's Older Adult BHSA Early Intervention Program shall provide baseline screening for depression, anxiety, post-traumatic stress disorder, and suicidal ideation to older adults who live with one or more disabilities, along with brief intervention for individuals living with Hoarding Disorder, and linkages to higher-level behavioral health services for longer-term care.

Screenings shall be conducted during intake sessions for CONTRACTOR's core programs: 1) Medical supply and equipment distribution, 2) Fall prevention, and 3) Decluttering. Brief intervention for individuals living with Hoarding Disorder shall consist of home restoration along with case management and emotional support.

Referrals to mental health services shall be provided for any client whose screening indicates a potential need for treatment. Through follow-up meetings and check-ins, CONTRACTOR's staff shall determine whether referrals were successful and provide additional support with connections as needed.

TARGET POPULATION

CONTRACTOR shall serve approximately 455 individuals annually who live with one or more disabilities that result in mobility challenges. CONTRACTOR anticipates that 80% will be adults over age 60, and 20% will be adults between the ages of 25 and 60. CONTRACTOR shall serve individuals located in all areas of Napa County, including unincorporated regions, with many services are provided in client homes. The majority of individuals to be served live on incomes significantly below the Area Median Income, 5% are veterans, and 30% are monolingual Spanish speakers. CONTRACTOR's staff is fully bilingual and bicultural, and has experience serving populations with disabilities, allowing them to provide culturally responsive and linguistically appropriate services for both Spanish- and English-speaking clients.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall incorporate mental health screenings, brief intervention, and referrals into its existing intake and service delivery processes, as follows:

- Mental Health Screenings shall be incorporated into the intake sessions that precede delivery of all CONTRACTOR's services. Staff shall utilize the following standardized and clinically validated screening tools:
    - The Patient Health Questionnaire-2 (PHQ-2)
    - The Generalized Anxiety Disorder 2 (GAD-2) Screener
    - The Hoarding Rating Scale (HRS) Screening Tool

The PHQ-2 and GAD-2 shall be incorporated into every screening and intake across all programs and the HRS screener shall be incorporated as needed, based on the client's presentation, responses to other intake questions, and their reason for referral to CONTRACTOR.

- Brief interventions shall be provided through CONTRACTOR's Declutter Program for individuals living with Hoarding Disorder. These interventions shall consist of restoring the client's home to livable and safe conditions, along with case management and mental health support to help manage the emotional stresses of the decluttering process.
- Linkages to care: Following intake, CONTRACTOR staff identify the full scope of each client's needs for support and provide referrals for services that exceed the scope of CONTRACTOR's mission and programs. Based on the outcomes of the behavioral health screenings listed above, CONTRACTOR shall provide referrals to behavioral health treatment services available locally. Follow-up check-ins with every client shall provide opportunities to verify whether referrals were successful and offer additional support as needed.

All individuals who receive services from CONTRACTOR shall be provided with at least two mental health screenings, as described above. Having established deep trust within the community, CONTRACTOR clients predominantly self-refer to the agency on the basis of word-of-mouth information from peers. Clients who qualify for CONTRACTOR's Declutter Program shall be provided with brief interventions for Hoarding Disorder, and any client whose screening indicates the potential presence of a mental illness shall be referred to care. Where possible, these referrals will take the form of warm handoffs to maximize a successful connection. CONTRACTOR's staff shall follow up with all referred individuals to determine whether a connection was made and provide any further support that may be helpful.

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Screening

- At least 455 individuals annually for symptoms of Depression, Anxiety, PTSD, suicidal ideation, and/or Hoarding Disorder.

Referrals

- Referrals to longer-term, dedicated mental health support for 90% of those who are identified as at-risk for or experiencing mental illness.

Linkage

- Successful connection to services for 75% of those who receive a referral.

PARTNERSHIP AND REFERRAL PATHWAYS

CONTRACTOR partners with several Community-Based Organizations (CBOs) that receive funding from the COUNTY's Behavioral Health Division including:

- Area Agency on Aging—provides funding and referrals for our Stop Falls program.
- Adult Protective Services (APS)—provides referrals for our Declutter program and other services.

- Health providers: Providence (including its Care Network Program), Napa County HHSA—provide and accept referrals.
- Mental Health providers: Progress Foundation, Mentis—provide and accept referrals
- Community-Based Organizations serving older adults, veterans, and individuals with disabilities, including Molly's Angels, Fair Housing, CANV's Food Bank, UpValley Family Centers, Puertas Abiertas, and Abode, among others—provide and accept referrals.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care.
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location.
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable.

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include

required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Share the Care Older Adult BHSA Early Intervention

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the BHSA Early Intervention Collaborative Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to CONTRACTOR'S failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget for FY 26-27, FY 27-28, and FY 28-29 EXPENDITURES	**Amount**
1. Human Resource Expenditures	$15,000
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$15,435
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	$30,435
4. Administrative Overhead Attributable to the Project/Program 15%	$4,565
5. TOTAL EI PROGRAM BUDGET	**$35,000**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports
CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation
CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of this 1st day of July, 2026 ("Effective Date") by and between Shred-it USA, Inc. ("Contractor") and Napa County ("County").

This BAA supplements the agreement entered into between Contractor and County (Napa County Agreement No. 270105B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").

Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule

(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.

(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.

(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.

(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.

(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of transmission. Any notice sent in accordance with this Section shall be deemed received on the

date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270106B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **MOLLY'S ANGELS OF NAPA VALLEY**, a California nonprofit corporation whose business address is 433 Soscol Avenue, Suite A-100, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide behavioral health screening, navigation, linkage, and early intervention for older adults; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Devereaux Smith DEVEREAUX SMITH, Executive Director

Maximum Amount of this Agreement: $117,814 per fiscal year
Term Expires: June 30, 2027
Automatic renewal of term is modified.

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL

By: *Rachel L. Ross (e-signature)*
Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270106B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Devereaux Smith, Executive Director, is 433 Soscol Avenue, Suite A-100, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)

EXHIBIT A
Scope of Work
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Molly's Angels Older Adult BHSA Early Intervention

PROGRAM OVERVIEW

CONTRACTOR shall implement the Older Adult BHSA Early Intervention Program to serve older adults (age 60+) in Napa County. The program integrates validated behavioral health screening, brief non-clinical support, navigation assistance, outreach and referral awareness, and warm linkage to care into trusted service delivery through Care Calls and non-emergency transportation. Building on 26+ years of community-based service and four prior years of County-supported early intervention work, this combined approach reduces isolation, increases engagement in supportive services, and improves connection to behavioral health resources before concerns become urgent or crisis-driven.

TARGET POPULATION

CONTRACTOR's Older Adult BHSA Early Intervention Program shall primarily serve Older Adults (age 60+) as well as adult family/caregivers (age 18-59) to support linkage for Older Adults. Services will be provided throughout Napa County, with focus on American Canyon, Up-Valley communities, and unincorporated Napa County. Priority populations shall include Older Adults who are Spanish-speaking/bilingual, LGBTQ+, veterans as well as military-connected families and individuals experiencing housing insecurity or who are unhoused.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall provide services in trusted, low-barrier settings and program materials shall be available in English, Spanish, and Tagalog. A Spanish Program Coordinator shall conduct screenings and provide direct support for Spanish-speaking clients.

CONTRACTOR shall offer the following services:

- Opt-in screenings for newly onboarded Older Adults using the Short Form Geriatric Depression Scale (GDS) and UCLA Loneliness Scale. Conducted by trained staff (including Spanish Program Coordinator) primarily by phone through Care Calls.
- Care Calls (Molly Cares) – Regular telephone check-in calls to enrolled older adults for ongoing engagement, early identification of emerging concerns, and reducing isolation.
- Brief Non-Clinical Support that offers emotional reassurance, practical problem-solving, and motivation to connect to services. Not therapy, clinical treatment, or case management.
- Navigation and Linkage – Warm handoffs to referral partners; assistance with scheduling, transportation coordination, and language access; closed-loop follow-up to confirm referral connection and reduce drop-off/no-shows.
- Transportation Support for Behavioral Health Access - Assistance with transportation to reduce barriers to accessing behavioral health services, including rides to counseling, psychiatry, support groups, dementia education, peer support, and pharmacy pick-up.

- Community-Based Wellness Transportation (Angels Express) - Scheduled transportation to community locations and activities that support social connection, reduce isolation, and promote behavioral health and wellbeing among older adults, including senior centers, libraries, and community events.
  Outreach and Referral Awareness - Distribute Behavioral Health Resources flyer; conduct an annual holiday health fair; send direct mail in English/Spanish/Tagalog; compile a referral pathway one-page document for referral partners; and track referral sources by type.
- Staff/Volunteer Training – Provide Mental Health First Aid (MHFA) and Question, Persuade, and Refer (QPR) Training for staff/volunteers to strengthen early recognition and safe referrals.

PARTNERSHIPS AND REFERRAL PATHWAYS

CONTRACTOR partners with several agencies and Community-Based Organizations (CBOs) including:

Partner	**Role / Services**
Napa County Health and Human Services Agency	System coordination
Aging and Disability Resource Connections Agency	Information assistance and referrals
HHSA Mobile Crisis Services	Urgent/crisis referral pathway
Napa County Adult Protective Services	Safety concern referrals
Providence Mind Boosters	Cognitive wellness programming
Mentis Therapy/Healthy Minds, Healthy Aging	Outpatient counseling and therapy
Other BH & aging service providers	Psychiatry, support groups, dementia education, peer support

Referral & Linkage Process:

- Create a 1-page Referral Pathway flyer to distribute to partners
- Update BH resource flyers and distribute to partners
- Warm handoff approach with staff confirming contact info and appointment details
- Assist with scheduling and rescheduling; coordinate transportation
- Support language access for non-English-speaking participants
- Closed-loop follow-up to verify connection and address barriers causing drop-off
- Track referral sources by type (partner agency, outreach event, Care Call, transportation, self-referral)

PROGRAM DELIVERABLES

CONTRACTOR shall produce the following deliverables under the scope of this contract:

Outreach

- 15 outreach activities/events per year

Screenings

- 144 behavioral health screenings per year using the Geriatric Depression Scale (GDS) and UCLA Loneliness Scale

Referrals
- 180 Older Adults served through navigation and linkage per year
- 96 referrals made to partners per year

Successful Linkages
- 72 confirmed linkages to ongoing services per year
- Average time from first contact to confirmed connection will be no more than 30 days

Short-Term Interventions Mental Health
- 5 Care Calls per client, per month completed for enrolled clients
- 60% of clients will report stable or improved scores on the GDS + and UCLA Loneliness Scales based on pre-/post-screening outcomes administered at intake and every 6 months
- 70% of clients will report reduced stress, improved well-being, or reduced isolation in at least at 6-month follow-up

Other activities
- 50 staff/volunteers will complete the MHFA and/or QPR training per year
- 10 non-emergency, including behavioral health-related, appointment rides provided per month with an average duration of 100 minutes per round trip
- 100 Community-Based Wellness Transportation (Angels Express) trips to community wellness destinations per month for 60 passengers

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:
- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care
- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTOR to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Molly's Angels Older Adult BHSA Early Intervention

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Older Adult BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget	**Amount**
1. Human Resource Expenditures	$65,800
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$37,500
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	$103,300
4. Administrative Overhead Attributable to the Project/Program 14.05%	$14,514
5. TOTAL EI PROGRAM BUDGET	**$117,814**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

EXHIBIT D
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is entered into as of this 1st day of July, 2026 ("Effective Date") by and between Molly's Angels of Napa Valley ("Contractor") and Napa County ("County").
This BAA supplements the agreement for document destruction services entered into between Contractor and County (Napa County Agreement No. 270106B, dated July 1, 2026 (the "Service Agreement") pursuant to which Contractor provides confidential destruction of records ("Services").
Contractor and County enter into this BAA to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and 42 C.F.R. Part 2 governing substance use disorder (SUD) patient records. County is a "Covered Entity" and Contractor is a "Business Associate" as those terms are defined in HIPAA. If and to the extent that County is not, or subsequently fails to be, a Covered Entity, or Contractor is not, or fails to be, a Business Associate, this BAA shall be of no effect.

1. Definitions

- HIPAA means the HIPAA Privacy Rule and the HIPAA Security Rule, as amended. The HIPAA Privacy Rule is at 45 C.F.R. Parts 160 and 164, subparts A and E. The HIPAA Security Rule is at 45 C.F.R. Parts 160, 162, and 164.
- Protected Health Information (PHI) has the same meaning as in 45 C.F.R. § 160.103, limited to information created, maintained, or received by Contractor from or on behalf of County.
- Patient Identifying Information (Part 2 Information) has the same meaning in 42 C.F.R. § 2.11 and refers to information that identifies a patient as having applied for or received a substance use disorder diagnosis, treatment, or referral.
- Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or Part 2 Information.

2. Obligations of Contractor Under HIPAA Privacy Rule
(a) Contractor shall not use, access, or disclose PHI or Part 2 Information other than as permitted by this BAA, the Service Agreement, or as required by law. All such uses, access and disclosures must comply with HIPAA, the HITECH Act, and 42 C.F.R. Part 2.
(b) Contractor shall apply the minimum necessary standard and use limited data sets whenever practicable.
(c) Contractor shall implement safeguards to prevent unauthorized access, use, or disclosure of PHI or Part 2 Information, and shall mitigate any harmful effect of a breach or security incident.
(d) Contractor shall notify County of any unauthorized access, use, or disclosure of PHI or Part 2 Information within 24 hours of discovery and cooperate fully in investigation, mitigation, and notification.

(e) Contractor shall ensure subcontractors or agents receiving PHI or Part 2 Information agree in writing to comply with the same restrictions and conditions.
(f) Where applicable, Contractor shall assist County with access, amendment, and accounting of disclosures requirements under 45 C.F.R. §§ 164.524, 164.526, and 164.528.
(g) Contractor shall not receive remuneration in exchange for PHI except as expressly permitted under HIPAA and the HITECH Act.

2A. Obligations of Contractor Under 42 C.F.R. Part 2
(a) Redisclosure Prohibition. Contractor acknowledges that Part 2 Information may not be redisclosed except as expressly permitted by 42 C.F.R. Part 2. Contractor shall ensure that each disclosure of Part 2 Information includes the following notice:
"This information has been disclosed to you from records protected by Federal confidentiality rules (42 C.F.R. Part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2."
(b) Consent & Legal Exceptions. Contractor shall only access, use, or disclose Part 2 Information with valid patient consent meeting 42 C.F.R. § 2.31 requirements, or pursuant to an applicable exception (e.g., medical emergency, audit, research, or court order).
(c) Subcontractors/Agents. Contractor shall ensure that any subcontractor or agent receiving Part 2 Information agrees in writing to comply with all requirements of 42 C.F.R. Part 2.
(d) Incident Reporting. Contractor shall notify County within 24 hours of any breach, security incident, or unauthorized use or disclosure of Part 2 Information.
(e) Termination/Destruction. Upon termination of this BAA, Contractor shall return or destroy all PHI and Part 2 Information. If destruction is infeasible, Contractor must notify County in writing and continue to apply the protections of this BAA for as long as the information is retained.

3. Security Rule Obligations
(a) Contractor shall implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI and electronic Part 2 Information consistent with HIPAA and HITECH.
(b) Contractor shall ensure subcontractors implement reasonable and appropriate safeguards.
(c) Contractor shall report to County any Security Incident involving electronic PHI or Part 2 Information of which it becomes aware.
(d) Contractor shall make its policies, procedures, and documentation available to the Secretary of HHS upon request.

4. Indemnification
Contractor shall indemnify, defend, and hold harmless County, its employees, officers, directors, subcontractors, and agents from any losses, liabilities, penalties, costs, or expenses (including attorneys' fees) arising from Contractor breach of this BAA or failure to comply with HIPAA, HITECH, or 42 C.F.R. Part 2. This obligation survives termination of this BAA.
5. Notices.
(a) All notices required or authorized by this BAA shall be in writing and delivered (i) in person, (ii) by deposit in the United States mail, certified mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by electronic mail with confirmation of

transmission. Any notice sent in accordance with this Section shall be deemed received on the date of delivery, the date noted on the return receipt, or two business days following deposit with an overnight courier, whichever is earliest.
(b) Any notice, demand, request, consent, approval, or communication that County desires to give to Contractor shall be addressed to Contractor at the mailing address set forth in the Service Agreement, unless updated by written notice.
(c) Any notice, demand, request, consent, approval, or communication that Contractor desires to give to County shall be addressed to:
Compliance and Privacy Officer
2751 Napa Valley Corporate Dr.
Napa, CA 94558
Phone: 707-253-4715
Email: Privacy.officer@countyofnapa.org

(d) Privacy Incidents and Breaches. Notwithstanding subsections (a)–(c), any notification of a suspected or actual privacy or security incident, impermissible use or disclosure of PHI, or breach involving PHI or Part 2 Information must be provided to County's Compliance and Privacy Officer within 24 hours of discovery by secure email and confirmed by telephone. Such notice shall include, to the extent known at the time:

- A brief description of the incident,
- The types of information involved,
- The date of the incident and date of discovery,
- The number of individuals affected (if known), and
- Any mitigation actions taken or planned.

7. Term and Termination
(a) This BAA begins on the Effective Date and continues until the Service Agreement expires or all PHI and Part 2 Information has been returned or destroyed.
(b) If either party becomes aware of a material breach, the breaching party shall have 30 days to cure. If uncured, the non-breaching party may terminate this BAA and the Service Agreement or report the breach to the Secretary of HHS.
(c) Upon termination, Contractor shall return or destroy all PHI and Part 2 Information. If infeasible, protections shall continue.

8. Miscellaneous
(a) References to HIPAA, HITECH, and 42 C.F.R. Part 2 include current and future amendments.
(b) The parties agree to amend this BAA as needed to maintain compliance with HIPAA, HITECH, and Part 2.
(c) This BAA supersedes all prior agreements on this subject but supplements the Service Agreement.
(d) This BAA is governed by the laws of the State of California without regard to conflict-of-law rules.

NAPA COUNTY AGREEMENT NO. 270107B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **MENTIS, INC.**, a non-profit organization whose mailing address is 1272 Hayes Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide community mental health early intervention/brief support services.; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Rob Weiss ROB WEISS, Executive Director Virginia Salter VIRGINIA SALTER, Board Secretary

Maximum Amount of this Agreement: $150,000 per year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Rachel L. Ross (e-signature)* Date: 7/15/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 270107B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Joe Hallett, Assistant Director of HHSA, Interim Deputy Director of Behavioral Health at HHSA, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Rob Weiss, 1272 Hayes Street, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State BHSA Early Intervention funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[X] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2029**, under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement,

provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)
Exhibit D: Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs (attached)
Exhibit E: BHSA Early Intervention Provider Requirements (attached)

EXHIBIT A
Scope of Work
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Mentis Bridges Brief Support
BHSA Early Intervention Program

PROGRAM OVERVIEW

CONTRACTOR's Bridges Brief Support (Bridges) BHSA Early Intervention Program shall provide mental health screening, evidence-based brief clinical support, and linkages to care for Napa County residents annually who are uninsured or otherwise lack access to care. Bridges shall connect un- and underinsured clients to short-term, no- or low-cost brief support that prevents symptoms from becoming worse, improves functioning at home, school, and work, and aims to link clients to longer-term resources for ongoing support and healing. CONTRACTOR's Bridges program shall utilize multiple evidence-based intervention practices such as Motivational Interviewing and Trauma-Informed approaches, to offer targeted and effective clinical interventions that quickly achieve results. Brief Support shall be offered at CONTRACTOR's Wellness Campus in central Napa, at other Napa County locations through partnership with other community organizations, or via telehealth.

TARGET POPULATION

CONTRACTOR's Bridges Program shall serve Latinx; Black, Indigenous, People of Color (BIPOC); underserved/unserved and low-income youth and adults who are uninsured, underinsured or otherwise lack access to care.

PROGRAM ACTIVITIES AND SERVICE APPROACH

CONTRACTOR shall complete the following activities under the scope of this contract:

- Provide each client an average of 8-12 individual brief support sessions based on client need
- Within 24 business hours of receiving a request for services, CONTRACTOR's bilingual intake coordinator shall reach out to contact individuals
- CONTRACTOR's staff shall conduct an initial assessment to gather background information, identify reasons for seeking support, and assess risk factors, especially self-harm, or suicidal ideation
- CONTRACTOR's Intake Coordinator shall screen for:
    - Individual client's health insurance status and the ability to pay
    - Any additional wraparound supports that may benefit the client
- CONTRACTOR's staff shall use this initial assessment to initiate the client relationship using culturally sensitive and trauma-informed practices that help build trust
- CONTRACTOR's staff shall utilize an approach that encompasses culturally competent strategies to support mental, physical, and social wellbeing.
- CONTRACTOR's staff shall make additional referrals as needed

PARTNERSHIP AND REFERRAL PATHWAYS

CONTRACTOR partners with several community organizations and agencies to serve the target population:

- Napa County School Districts to provide on and off campus-based screening, identification, and early intervention services to students in grades K through 12.
- Napa Valley College to provide on-campus screening, identification, and early-intervention support to transitional-age adults taking classes.
- Napa County's Health and Human Services Agency
- Communicare+OLE
- Queen of the Valley Medical Center to exchange referrals for individuals needing health and/or mental health services and ensuring seamless coordination of care.
- On The Move
- UpValley Family Centers
- Puertas Abiertas Resource Center
- Cope Family Center
- NEWS
- And others to exchange referrals and ensure that Napa County residents are connected to a broad range of trusted services.

CONTRACTOR also co-locates with several partner agencies to provide community-based mental health services.

PROGRAM DELIVERABLES

CONTRACTOR's Bridges program shall complete the following quantifiable projected deliverables under one or more of the following:

Short-Term Clinical Interventions Mental Health

- Serve 45 clients who are uninsured or lack access to care will receive individual/couple/family brief support

Outcome

- 75% of brief support clients will show a statistically significant reduction in symptoms related to trauma, depression, and anxiety using valid outcome measures (PHQ9/depression, Gad-7/anxiety, PCL/trauma) that are administered at the beginning and end of support.

DATA COLLECTION AND REPORTING

CONTRACTOR shall collect, maintain, and report program data in a manner that supports BHSA Early Intervention reporting requirements and COUNTY oversight. Data collection shall be sufficient to describe who is served, what services are delivered, and what outcomes are achieved.

At a minimum, CONTRACTOR shall collect and report data across the following categories:

- **Service Data:** Type, volume, and frequency of outreach, screenings, services, and referrals or linkages to care

- **Demographic and Geographic Data:** Characteristics of individuals served, including age, race/ethnicity, gender, primary language, and service location
- **Impact Data (Outcomes):** Include at least one standardized or program-defined outcome measure aligned with BHSA priorities. Providers should use a measurement approach that is practical for the service model, such as pre/post measurement, post-service feedback, follow-up outcomes, or another reasonable method.
- **Equity and Sustainability Information:** Efforts to provide culturally responsive and linguistically appropriate services and efforts to leverage other funding sources, including Medi-Cal where applicable

CONTRACTOR shall submit *BHSA Quarterly Early Intervention Program Report* to COUNTY using COUNTY-provided template in accordance with the following schedule:

Reporting Period	Reporting due date
July-September	October 31st
October-December	January 31st
January-March	April 30th
April-June	July 31st

CONTRACTOR shall administer validated and/or COUNTY-approved screening and outcome tools, as appropriate to the service model, and collect participant feedback or satisfaction data to support evaluation of program effectiveness.

INDIVIDUAL SERVICE LEVEL (ISL) ENCOUNTER REPORTING REQUIREMENTS

Beginning January 1, 2027, CONTRACTOR shall collect and report data required for Behavioral Health Individual Service Level (ISL) Code reporting using COUNTY-provided templates and applicable ISL service codes identified in Exhibit D. ISL Code reporting shall be submitted monthly with CONTRACTOR's invoices and shall include required information regarding program activities, direct services to clients, individuals served, service location, units, duration, and expenditures for the benefit of a client, as applicable.

COUNTY will work with CONTRACTORS to ensure that any overlap between the required reporting is addressed through the provided reporting tools and will provide technical assistance when/if necessary.

CONTRACT MONITORING

CONTRACTOR shall maintain documentation sufficient to demonstrate completion of the Early Intervention services, deliverables, and outcomes described in this Scope of Work. Documentation shall support reported service, demographic, referral/linkage, outcome, and expenditure data.

Early Intervention monitoring shall include but is not limited to review of quarterly program reports, ISL reporting, invoices, service logs, outreach and engagement records, screening

records, referral and linkage documentation, participant feedback or outcome data, sign-in sheets for events or trainings, and documentation supporting expenditures charged to this Agreement.

CONTRACTOR's performance under this Scope of Work shall be subject to COUNTY monitoring to verify service delivery, progress toward deliverables, accuracy and completeness of reported data, and alignment with BHSA Early Intervention requirements. Additional monitoring, compliance, records, access, and corrective action requirements are set forth elsewhere in this Agreement.

REVIEW OF PERFORMANCE

CONTRACTOR shall participate in periodic performance review meetings with COUNTY, either virtually or onsite as requested by COUNTY, to review service delivery, reporting, outcomes, coordination, and any barriers to fulfilling the terms of this Agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall ensure that all staff providing services under this Agreement complete cultural competence training. CONTRACTOR shall maintain and submit documentation of completed training upon request, which may include sign-in sheets, training agendas, certificates of completion, flyers, or other supporting documentation. Staff may satisfy this requirement through cultural competence training provided by CONTRACTOR or through trainings offered by COUNTY.

RECOGNITION OF COUNTY FUNDING

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

This program is funded by Napa County Health and Human Services Agency, Behavioral Health Division.

EXHIBIT B
COMPENSATION, FINANCIAL REPORTING, AND BUDGET
July 1, 2026 through June 30, 2027
(and each subsequent automatic annual renewal, terminating no later than June 30, 2029)

Mentis Bridges Brief Support
BHSA Early Intervention Program

I. COMPENSATION

CONTRACTOR shall be reimbursed for implementation of the Mentis Bridges Brief Treatment BHSA Early Intervention Program as described in Exhibit A. Actual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year as detailed below.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

Contractor may request to roll over up to 15% of the total annual budget into the subsequent Fiscal Year, subject to explicit written approval by HHSA. Rollovers are restricted to routine administrative or operational variances and will not be authorized for funds unspent due to Contractor's failure to achieve program launch milestones or operationalize programming.

II. Funding Requirements and Non-Duplication of Funding

Funds provided under the BHSA are intended to support services that are not otherwise reimbursable through Medi-Cal, Managed Care Plans, or other funding. Providers are expected to make a good faith effort to identify and utilize all appropriate reimbursement sources and avoid duplication of funding. This includes, as applicable, billing Medi-Cal for covered services, contracting with Managed Care Plans, and pursuing Medi-Cal certification through Napa County Behavioral Health for services that may be eligible for reimbursement.

III. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's BHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit monthly invoices within 30 days of the end of the month to BHInvoices@countyofnapa.org and BHSA@countyofnapa.org. Additionally, as of the service month of January 2027, the monthly

ISL reports shall be submitted with the compensation invoice (please see Exhibit D for ISL Reporting information). Payments may be held until ISL data is received.

The Program Budget detail is as follows:

Annual Budget	**Amount**
1. Human Resource Expenditures	$107,326
This category includes the expenses for contractor administrative and program staff and benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	$23,109
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	$130,435
4. Administrative Overhead Attributable to the Project/Program 15%	$19,565
5. TOTAL EI PROGRAM BUDGET	**$150,000**

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/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), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR

whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.napacounty.gov**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D

Individual Service Level (ISL) Code Data Collection and Reporting Requirements for BHSA Early Intervention Programs

1.Individual Service Level (ISL) Encounter Reporting Requirements
Beginning January 1, 2027, the California Department of Health Care Services (DHCS) will require all counties to implement Behavioral Health Individual Service Level (ISL) Early Intervention Encounter Reporting. ISL encounter reporting captures all individual level behavioral health services and expenditures provided directly to clients by County Behavioral Health Systems that are not reimbursable through Medi-Cal funding.

CONTRACTOR shall be responsible for reporting these services and expenditures via ISL Service Codes listed in Exhibit C. CONTRACTOR will be required to collect data on program activities, direct services to clients, individuals served, the location where those services are provided as well as expenditures for the benefit of a client. COUNTY is developing an ISL Reporting Template which CONTRACTOR shall utilize to gather this data.

2. Purpose
This Exhibit establishes CONTRACTOR's obligations related to Individual Service Level (ISL) Code data collection and reporting in support of COUNTY's responsibilities under the Behavioral Health Services Act (BHSA) and related California Department of Health Care Services (DHCS) requirements.
Under BHSA, COUNTY is required to report non–Medi-Cal person-level encounter and expenditure data to DHCS to capture COUNTY-funded behavioral health investments beyond Medi-Cal claims.
Compliance with this Exhibit is a material requirement of the Agreement.

CONTRACTOR acknowledges that ISL Code reporting requirements may evolve as DHCS issues additional guidance and agrees to comply with updated requirements as communicated through COUNTY-issued instructions, guidance, or reporting specifications.

3. Applicability
This Exhibit applies to all services, supports, activities, and expenditures funded in whole or in part by COUNTY behavioral health funds under this Agreement that are not billable to, not claimable to, or not billed to Medi-Cal and therefore are not reflected in Medi-Cal claims data.

4. Services and Expenditures Subject to ISL CODE Reporting
CONTRACTOR shall collect and report ISL CODE data for COUNTY-funded services and expenditures subject to this Exhibit beginning January 1,2027.
Such services and expenditures may include, but are not limited to:

- Services provided to individuals without Medi-Cal coverage
- Services not claimable under Medi-Cal rules
- Outreach, engagement, and other supportive services not reflected in Medi-Cal claims data
- Direct client expenditures and flexible supports

5. ISL Reporting Codes

CONTRACTOR shall utilize the ISL Codes identified by COUNTY when documenting, reporting, or invoicing services and expenditures subject to ISL reporting requirements.

Only ISL Codes relevant to the services, supports, or expenditures authorized under this Agreement shall apply.

COUNTY may update applicable ISL Codes as necessary to comply with DHCS guidance or COUNTY reporting requirements.

The ISL Codes below may apply to Early Intervention services under this Agreement. CONTRACTOR shall use only the codes relevant to the funded services and activities provided and is not expected to use all listed ISL Codes.

ISL Code	Description	Applicable Program or Service	Notes (Optional)	
School Non-Billable Meeting	Practitioner participation in educational or coordination meetings—such as IEP meetings, student support team meetings, or general school planning sessions—that are not tied to the delivery of direct, billable services for an individual client. These meetings are considered interagency or systems-level collaboration rather than reimbursable client-specific case management.	ISL300	minutes	
Client Non-Billable Service Must Document	Any other non-billable service that must be documented and is not better accounted for by other available non-billable procedure codes.	ISL301	minutes	
Early Intervention Outreach	Non-clinical early intervention outreach, engagement, education, and information-sharing with high-risk or at-risk individuals within BHSA priority populations to promote early recognition of behavioral health concerns and support appropriate access to care. These activities may occur before an individual meets criteria for a behavioral health diagnosis. Note: If clinical or service coordination activities are provided (e.g., case management), record the service	ISL302	minutes	

	under the appropriate CPT/HCPCS code instead.			
BHSS Early Intervention (not EBPs or CDEPs)	Use this code to record client Early Intervention services (not EBPs or CDEPs). Early Intervention programs must emphasize the reduction of the likelihood of adverse outcomes for BHSA-eligible individual, include culturally responsive and linguistically appropriate interventions, and focus on strategies and activities that are directed to an eligible individual, including indicated prevention and case identification. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL312	minutes	
BHSS Early Intervention Evidence-Based Practices (EBPs) and Community-Defined Evidence Practices (CDEPs)	Use this code to record client EBP or CDEP services. An EBP or CDEP must include at least one aspect of the required BHSA Early Intervention program components: outreach, access and linkage to care, and mental health and substance use disorder treatment services and supports. The primary focus of the EBP or CDEP must be on Early Intervention; EBPs or CDEPs with limited population-based prevention components or treatment/recovery elements may be implemented with BHSA funds if the EBP or CDEP is on the biennial list. Use this code when the service does not have an equivalent Medi-Cal CPT/HCPCS code or existing BH-ISL Code.	ISL313	minutes	

Food, Clothing, Hygiene, Culturally Specific Needs, Medical Remedies or Other Essential Items	Records the cost of providing direct client support expenses that address basic needs essential to health, safety, and well-being. This includes providing resources such as food vouchers or meals, clothing for seasonal needs, hygiene products, and personal or culturally specific medical remedies/services or over-the-counter supplies.	ISL400	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Travel and Transportation	Records the cost of providing needed transportation including the cost of taxi fares when no public transit is available for medical appointments (or NEMT benefit is not accessible/feasible), providing temporary car rentals to ensure families can meet essential needs such as assisting with vehicle repairs when reliable transportation is necessary for employment, or issuing gas vouchers to help families bridge short-term financial gaps. Support may also extend to rideshare services, such as Uber or Lyft. Prohibited expenses include fuel for agency vehicles used to transport clients and costs related to maintaining agency vehicles.	ISL401	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.
Employment and Education	Records the cost of providing assistance with school or college expenses such as textbooks, tuition for trade schools or higher education, and supplies needed for academic success. Support can also extend to employment-related needs, such as uniforms, tools, or other required job supplies, as well as funding for vocational training courses that build job skills. In addition, programs may cover the cost of living skills trainings that prepare young adults, particularly those transitioning out of foster	ISL402	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

	care, for independent living. These resources ensure that individuals have the educational, vocational, and practical tools necessary to succeed in school, work, and daily life.			
Child Care Supports / Respite Services for Caregivers	Records the cost of providing child and family support, including assistance with childcare expenses, such as covering the cost of care for parents starting a new job until they receive their first paycheck. It can also provide funding for respite services, offering temporary relief for caregivers experiencing stress or crisis. This may involve short-term care for children or dependent adults, giving caregivers time to manage personal responsibilities and reduce stress while ensuring their loved ones are cared for in a safe environment.	ISL403	expense	Each dollar spent is billed as one unit to this code. Tracked per individual receiving supports.

6. Direct Client Expenditures and Flexible Supports

CONTRACTOR shall document and report COUNTY-funded direct client expenditures and flexible supports provided on behalf of individuals that are not billed to Medi-Cal, including but not limited to:

- Housing supports or hotel vouchers
- Transportation assistance
- Food, clothing, or essential needs items
- Flexible or "whatever-it-takes" expenditures
- Other non-clinical supports funded by COUNTY

Such expenditures must be tracked at the individual level in accordance with COUNTY-issued ISL Code reporting specifications.

7. Data Collection and Documentation

CONTRACTOR shall collect and maintain complete and accurate person-level documentation sufficient to support COUNTY ISL Code reporting obligations, including:

- Client identifier consistent with COUNTY specifications
- Required demographic elements
- Date(s) of service or support

- Type of service, activity, or expenditure
- Location or setting
- Funding source designation
- Units, duration, or amount of expenditure (as applicable)
- Any additional data elements required by COUNTY or DHCS

COUNTY may update required data elements and documentation standards consistent with DHCS guidance. CONTRACTOR shall implement such updates in accordance with COUNTY-issued instructions.
CONTRACTOR shall ensure all submitted ISL Code data is complete, accurate, and maintained in a manner sufficient to support COUNTY and DHCS reporting and oversight requirements.

8. Data Submission Requirements
CONTRACTOR shall:

1. Submit ISL Code data in the form, format, and manner specified by COUNTY on the 30th of the month following the month of services with their monthly invoice for reimbursement of expenses;
2. Use COUNTY-designated electronic systems, templates, or data exchange processes;
3. Comply with established submission timelines and reporting cycles; and
4. Correct identified data deficiencies within timelines specified by COUNTY.

COUNTY may modify reporting specifications or technical instructions as necessary to comply with DHCS requirements. Such updates shall be binding upon CONTRACTOR upon issuance.

9. Compliance with DHCS and COUNTY Guidance
CONTRACTOR shall comply with all current and future BHSA and ISL-related Code reporting requirements, including DHCS guidance, BHINs, SPAs, COUNTY Provider Manual provisions, and COUNTY-issued technical instructions.

Updated requirements shall be binding upon their effective date.

10. Systems Capability
CONTRACTOR shall maintain systems capable of capturing, storing, and transmitting required ISL Code data elements in accordance with COUNTY specifications.

11. Monitoring, Audit, and Record Retention
CONTRACTOR shall retain documentation supporting ISL Code reported services and expenditures in accordance with applicable record retention requirements and shall make such records available to COUNTY, DHCS, or other authorized entities upon request.

These obligations shall survive termination of the Agreement for audit and record retention purposes.

12. COUNTY-Specific ISL Code Requirements (Optional)
COUNTY may establish additional ISL Code reporting requirements consistent with BHSA and DHCS guidance, including reporting frequency, validation processes, documentation standards,

implementation timelines, and escalation thresholds. Such requirements may be communicated through COUNTY-issued guidance and shall be binding upon CONTRACTOR.

13. Noncompliance and Remedies

Timely and accurate ISL Code reporting is a required component of CONTRACTOR performance under this Agreement. Failure to comply with this Exhibit may result in corrective action and the exercise of contractual remedies available under the Agreement.

EXHIBIT E

BHSA Early Intervention Provider Requirements

1. Behavioral Health Services Act

1.1 Overview and General Requirements

A. This Agreement is funded in whole or in part by the Behavioral Health Services Act (BHSA).
B. CONTRACTOR shall comply with applicable BHSA requirements, including applicable law, regulations, the BHSA County Policy Manual, and applicable guidance issued by the California Department of Health Care Services (DHCS).
C. CONTRACTOR shall deliver BHSA Early Intervention services consistent with this Agreement, the Scope of Work, applicable County policies, and applicable BHSA requirements.
D. To the extent there is a conflict between this Agreement and any applicable federal or state statute, regulation, or DHCS guidance, CONTRACTOR shall comply with the statute, regulation, or guidance.

2. Early Intervention Services

A. CONTRACTOR shall provide BHSA Early Intervention services intended to support early identification, early access, brief intervention, engagement, navigation, and linkage to appropriate behavioral health and supportive services.
B. CONTRACTOR shall provide services in a manner that is low-barrier, culturally responsive, trauma-informed, and appropriate to the population served.
C. CONTRACTOR shall refer participants to County Behavioral Health, Medi-Cal, Medi-Cal Managed Care Plans, commercial insurance, community-based services, or other appropriate resources when a participant appears to need services outside the scope of this Agreement.
D. CONTRACTOR shall not represent or provide services as Specialty Mental Health Services, Drug Medi-Cal services, or other Medi-Cal reimbursable services unless authorized by COUNTY and appropriately enrolled, certified, credentialed, or otherwise approved to do so.

3. Promoting Access to Care and Appropriate Use of Funding

Effective July 1, 2026, CONTRACTOR shall comply with the requirements in this section, as applicable to the services provided under this Agreement.

A. When CONTRACTOR provides BHSA-funded Early Intervention services that are also covered by Medi-Cal, a Medi-Cal Managed Care Plan, commercial insurance, or another responsible payer, CONTRACTOR shall work with COUNTY to support appropriate billing, referral, coordination, or linkage, as applicable.
B. If CONTRACTOR is authorized by COUNTY to provide and bill for services covered by the County's Medi-Cal Behavioral Health Delivery System, CONTRACTOR shall:
    1. Maintain applicable Medi-Cal enrollment, certification, credentialing, provider approval, and County authorization required to deliver and bill for those services;
    2. Check whether individuals receiving covered services are enrolled in Medi-Cal, as applicable;
    3. Refer individuals who may be eligible for Medi-Cal to the Department of Social Services or other appropriate enrollment support; and

4. Submit claims for covered services in accordance with County billing requirements, applicable Medi-Cal requirements, and this Agreement.

C. If CONTRACTOR provides BHSA-funded services that may be covered by a Medi-Cal Managed Care Plan or commercial health insurance, CONTRACTOR shall make a good faith effort, as applicable to the service model and funding structure, to:
   1. Identify whether the participant has Medi-Cal Managed Care Plan coverage or commercial health insurance;
   2. Coordinate with the participant's health plan or other payer when appropriate;
   3. Support linkage to covered services when the participant's need is outside the scope of this Agreement; and
   4. Comply with applicable County direction regarding coordination, referral, documentation, and reporting.

D. Nothing in this section requires CONTRACTOR to bill Medi-Cal, a Medi-Cal Managed Care Plan, or commercial insurance for services that are not covered, not reimbursable, or not authorized for billing under this Agreement.

4. Provider Qualifications

A. CONTRACTOR shall ensure that staff, subcontractors, volunteers, interns, and any other persons providing services under this Agreement possess the qualifications, experience, training, licensure, registration, certification, supervision, or other authorization required for the services they provide.

B. CONTRACTOR shall ensure that staff provide services within their scope of practice and within the scope of this Agreement.

C. CONTRACTOR shall maintain appropriate supervision of staff and shall ensure services are delivered safely, ethically, and consistent with applicable professional standards.

D. CONTRACTOR shall maintain any required license, registration, approval, certification, insurance, or organizational qualification necessary to operate and provide services under this Agreement.

E. CONTRACTOR shall maintain participant records in a manner consistent with applicable federal, state, County, and contractual requirements.

F. CONTRACTOR shall comply with any additional provider qualification, credentialing, training, or monitoring requirements established by COUNTY.

G. CONTRACTOR shall notify COUNTY promptly if CONTRACTOR, its owners, officers, directors, staff, subcontractors, or any person delivering services under this Agreement becomes excluded, suspended, debarred, or otherwise prohibited from participation in Medi-Cal, Medicare, or other publicly funded health programs.

5. Nondiscrimination

A. CONTRACTOR shall not unlawfully discriminate in the admission, referral, service delivery, treatment, evaluation, employment, or any other aspect of services under this Agreement.

B. CONTRACTOR shall comply with applicable federal and state nondiscrimination laws, including requirements related to race, color, national origin, ancestry, ethnic group identification, religion, age, sex, gender, gender identity, sexual orientation, marital status, disability, medical condition, genetic information, language, or any other protected category under federal or state law.

C. CONTRACTOR shall provide services in a manner that is accessible to individuals with disabilities, including reasonable accommodations, effective communication, and accessible information when required.
D. CONTRACTOR shall not deny or limit access to BHSA-funded services based on a participant's disability, language, race, culture, immigration status, insurance status, or inability to pay, except as otherwise allowed by law and this Agreement.

6. Language Access and Accessible Information

A. CONTRACTOR shall comply with applicable federal, state, and County requirements related to language access, effective communication, and accessible information.
B. CONTRACTOR shall provide or arrange for language assistance services, as applicable to the service model, at no cost to the participant.
C. CONTRACTOR shall not require a participant to provide their own interpreter.
D. CONTRACTOR shall not rely on a minor child, family member, friend, or accompanying adult to interpret or facilitate communication, except where allowed by law and only after informing the participant of the availability of free interpreter services.
E. CONTRACTOR shall make reasonable efforts to ensure participant-facing materials are understandable, culturally responsive, and available in alternative formats when required.

7. Cultural Responsiveness

A. CONTRACTOR shall provide services in a culturally responsive and linguistically appropriate manner.
B. CONTRACTOR shall ensure that policies, procedures, training, supervision, and day-to-day practices support equitable access for diverse populations, including individuals with limited English proficiency, individuals with disabilities, LGBTQ+ individuals, and individuals from diverse racial, ethnic, cultural, and community backgrounds.
C. CONTRACTOR shall support COUNTY's efforts to promote culturally responsive and equitable BHSA services.

8. Monitoring and Compliance

A. CONTRACTOR shall cooperate with COUNTY monitoring, site review, fiscal review, program review, data validation, corrective action, and other oversight activities related to BHSA-funded services.
B. CONTRACTOR shall maintain records sufficient to demonstrate compliance with this Agreement, BHSA requirements, service delivery expectations, fiscal requirements, and reporting obligations.
C. CONTRACTOR shall provide COUNTY, DHCS, and any authorized designee timely access to records, information, and supporting documentation related to services funded under this Agreement.
D. Inclusion of these requirements in this Agreement does not limit COUNTY's responsibility or authority to monitor CONTRACTOR's compliance with BHSA requirements.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1534

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Intergovernmental Transfer of Public Funds: Voluntary Rate Range Program

RECOMMENDATION

Approve and authorize Agreement No. 270120B with the California Department of Health Care Services (DHCS) for the Intergovernmental Agreement Regarding Transfer of Public Funds for the term January 1, 2025 through June 30, 2028 for the transfer of approximately $2,000,000 to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates, which includes the 20% assessment fee retained by DHCS. (Fiscal Impact: $2,000,000 Revenue; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

The Intergovernmental Transfer (IGT) process is a funding mechanism under Section 1903(w)(a) of the Social Security Act, which states and local governments utilize, under certain circumstances, to obtain additional federal matching dollars for Medicaid programs. These funds become available when the State claims federal funds for use in the California Medi-Cal system at a level that is less than the maximum allowable federal funding level. The difference between the maximum allowable federal funding level and the actual amount drawn down by the State is referred to as “headroom.” This “headroom” of unused federal reimbursement is available to be drawn down by counties and other public entities through an IGT. Partnership HealthPlan of California (PHC) and Kaiser Foundation Health Plan are the County’s organized health systems that provide managed health care services for low-income individuals and families eligible for Medi-Cal in Napa and are the fiscal intermediaries for the IGT process to increase federal Medicaid funding available to Napa County. The County’s Health and Human Services Agency (HHSA) has participated in the IGT process since Fiscal Year 2013-2014 and the funding has made possible programs that improve access to services and address service gaps or shortfalls by enhancing, expanding or otherwise supporting health-related services that are not already funded under the Medi-Cal system for Napa County residents. This funding was anticipated and accounted for in HHSA’s overall revenue projections for FY26-27.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is discretionary in that there is no mandate to participate in the Intergovernmental Transfer (IGT) process nor to accept additional federal Medicaid funds made available through the IGT process. However, the IGT process will provide funding for health care programs and activities benefiting Napa County residents.
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates on June 30, 2028 and is included in the requested Fiscal Year 2026-2027 budget and future fiscal years will be appropriated accordingly.
Consequences if not approved:	If this agreement is not approved, the County will lose the opportunity to obtain additional Medicaid funding.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2025 through December 31, 2025 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2025 through December 31, 2025 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2025. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2025 through December 31, 2025, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to

determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that $0.00 of the transfer amounts will not be assessed as a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Kimberly Danner, Chief Fiscal Officer, HHSA
2751 Napa Valley Corporate Drive, Bld. B
Napa, CA 94559
(707) 253-4426
Kimberly.Danner@countyofnapa.org

With copies to:

Jennifer Yasumoto, Agency Director
2751 Napa Valley Corporate Drive, Bld. B
Napa, CA 94559
(707) 253-4678
Jennifer.Yasumoto@countyofnapa.org

Susan Kingsford, Deputy CFO
2751 Napa Valley Corporate Drive, Bld. B
Napa, CA 94559
(707) 253-4652
Susan.Kingsford@countyofnapa.org

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-

Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2025 and shall expire as of June 30, 2028 unless terminated earlier by DHCS through written notification or by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

NAPA COUNTY HEALTH AND HUMAN SERVICES AGENCY:

By: _____ Date: _____

Amber Manfree, Chair of the Board of Supervisors

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Sean Barber, Division Chief, Capitated Rates Development Division

Approved as to form:
Napa County Counsel
Date: 7/24/2026

By: */S/ Rachel Ross*
Rachel Ross, Deputy

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date:_____

Processed by:_____

_____ Deputy
Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By:_____

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Partnership Health Plan of California	Napa County Health and Human Services	North Bay	1/2025 - 12/2025	4.04%

Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	$ 0.21	1,131,409	$ 237,596
Child	UIS	$ 0.05	121,232	$ 6,062
Adult	SIS	$ 0.51	358,993	$ 183,086
Adult	UIS	$ 0.22	279,454	$ 61,480
Adult Expansion	SIS	$ 0.09	1,071,819	$ 96,464
Adult Expansion	UIS	$ 0.05	348,097	$ 17,405
SPD	SIS	$ 1.67	170,385	$ 284,543
SPD	UIS	$ 0.66	39,563	$ 26,112
SPD Dual	SIS	$ 0.59	472,858	$ 278,986
SPD Dual	UIS	$ 0.23	7,060	$ 1,624
LTC	SIS	$ 1.67	913	$ 1,525
LTC	UIS	$ 0.66	380	$ 251
LTC Dual	SIS	$ 0.58	16,706	$ 9,689
LTC Dual	UIS	$ 0.23	77	$ 18
WCM	SIS	$ 2.06	41,181	$ 84,833
WCM	UIS	$ 0.80	2,295	$ 1,836
Est. FE Total			4,062,422	$ 1,291,508

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Kaiser Foundation Health Plan	Napa County Health and Human Services	North Bay	1/2025 - 12/2025	5.01%

Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	$ 0.29	380,393	$ 110,314
Child	UIS	$ 0.08	2,553	$ 204
Adult	SIS	$ 0.58	146,317	$ 84,864
Adult	UIS	$ 0.24	15,473	$ 3,714
Adult Expansion	SIS	$ -	284,438	$ -
Adult Expansion	UIS	$ -	17,314	$ -
SPD	SIS	$ 1.35	36,727	$ 49,581
SPD	UIS	$ 0.81	1,246	$ 1,009
SPD Dual	SIS	$ 0.46	104,401	$ 48,024
SPD Dual	UIS	$ 0.26	825	$ 215
LTC	SIS	$ 1.35	2	$ 3
LTC	UIS	$ -	-	$ -
LTC Dual	SIS	$ 0.45	1,695	$ 763
LTC Dual	UIS	$ 0.29	4	$ 1
WCM	SIS	$ 2.52	15,576	$ 39,252
WCM	UIS	$ 1.05	120	$ 126
Est. FE Total			1,007,084	$ 338,069

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1406

TO: Board of Supervisors

FROM: Scott Wagner, Director of Housing & Community Services

REPORT BY: Jesus Tijero, Homeless Programs Project Manager

SUBJECT: FY 2026 U.S. Department of Housing & Urban Development Continuum of Care Program Annual Funding Competition

RECOMMENDATION

Approve and authorize the application and acceptance of U.S. Department of Housing & Urban Development Fiscal Year 2026 Continuum of Care Program Annual Funding Competition funding for a total of $973,260 to provide certain homeless services in future fiscal years. (Fiscal Impact: $973,260 Revenue; Housing & Community Services Programs Fund; Not Budgeted; Discretionary)

BACKGROUND

Each year the Department of Housing and Urban Development (HUD) releases a Notice of Funding Opportunity (NOFO) for their Continuum of Care (CoC) Competition and Renewal Grant Program. The Program is designed to promote community-wide commitment to the goal of ending homelessness and to provide funding for efforts by nonprofit organizations, state and local government, Indian Tribes and public housing agencies to quickly re-house and support individuals and families experiencing homelessness.

The Napa City and County CoC is a group of community stakeholders who work together to plan for and provide emergency, transitional and permanent housing and other services to address the needs of individuals and families experiencing homelessness. Napa County Dept. of Housing & Community Services (DHCS) plays a key role as the collaborative applicant in coordinating the CoC and in supporting the CoC's eligibility for funding from HUD, along with submitting applications annually to support their efforts to provide permanent housing for individuals and families experiencing homelessness.

The Fiscal Year 2026 HUD CoC NOFO contains drastic changes to funding uses and eligibility criteria, including a cap on the amount of funding a community can utilize for direct rental assistance support for

permanent housing (including permanent supportive housing) of no more than 60% of total award. For context, the Napa City and County CoC annual renewal demand as of Fiscal Year 2024 was roughly $1,000,000, of which more than 95% is utilized for permanent supportive housing direct rental assistance and supports. The new criteria change results in an abrupt end of historically on-going federal rental assistance funding to more than forty (40) disabled individuals who previously experienced chronic homelessness.

The Director of Housing & Community Services requests permission to apply for and accept U.S. Department of Housing & Urban Development (HUD) Fiscal Year 2026 Continuum of Care Program Annual Funding Competition for a total of $973,260 to provide certain homeless services. The grant applications include:

1. Permanent Supportive Housing grant in the amount of $619,589, to provide case

management and rental subsidies to house individuals or families experiencing chronic homelessness in need of non-time-limited affordable housing assistance with wrap-around services.

2. Day Center Program grant in the amount of $301,894 to expand the South Napa Shelter Day Center beyond its current focus on meeting immediate basic needs. The enhanced program provides intensive service coordination, housing navigation, behavioral health support, employment services and recovery-oriented programming designed to move participants from crisis towards permanent housing and long-term self-sufficiency.

3. CoC Planning grant in the amount of $51,777 to provide federal funding to assist with the cost of planning and evaluating CoC homeless services and programs.

Requested Action:

Authorize and direct the Director of Housing & Community Services to submit and execute funding applications and grant agreements on behalf of Napa County for the HUD Fiscal Year 2026 CoC Program Annual Funding Competition.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	If awarded, allocation to be appropriated in future fiscal HCS budgets accordingly
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to apply for the HUD CoC Program Funding
Is the general fund affected?	No
Future fiscal impact:	If awarded, funds will be included in the FY 2027-2028 budget
Consequences if not approved:	Napa County will need to seek alternate grant funding, allocate local funding, or discontinue certain homeless services in the coming fiscal year
Additional Information:	County Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1543

TO: Board of Supervisors

FROM: Scott Wagner, Director of Housing & Community Services

REPORT BY: Jesus Tijero, Project Manager - Housing & Community Services

SUBJECT: Amendment No. 9 to Agreement No. 210018B with Abode Services, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 9 to Agreement No. 210018B with Abode Services, Inc., increasing the contract maximum from $4,662,140 to $4,895,170 for the term July 1, 2026, through June 30, 2027, for the provision of homeless shelter operations, case management and housing placement services. (Fiscal Impact: $233,030 Expense; Housing & Community Services; Budgeted: Discretionary)

BACKGROUND

In September 2016, Napa County released an RFP and selected Abode Services to bring emergency shelter, meal provision and housing navigation and tenancy sustaining services to individuals experiencing homelessness in Napa County. The contract with Abode Services, Inc. for operations of the South Napa Shelter, which includes meal provision, daytime drop-in services and extreme weather activation during the Winter Season at the South Napa Shelter, Housing Navigation Services, and Tenancy Sustaining Services to recently re-housed individuals formerly experiencing homelessness. Services provided are funded through a significant number of State and Federal grants and local funding, including a cost-sharing agreement for emergency shelter services with the City of Napa.

Today's action establishes the Agreement for services for Fiscal Year 2026-2027. This Agreement is reviewed annually, and the Scope of Work and budget are adjusted based on the availability of funding resources and the requirements of State and Federal grants.

Requested Action:

Approve and authorize Amendment No. 9 to Agreement No. 210018B with Abode Services, Inc. to increase the contract maximum from $4,662,140 to $4,895,170 for the term July 1, 2026, through June 30, 2027, for the provision of homeless shelter operations, case management and housing placement services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2030, Housing & Community Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary. There is no mandate for how homeless services are provided in a community. Eligibility for State and Federal funding requires services follow the housing-first model. This agreement uses principles of this model and funds emergency shelter, housing navigation and tenancy sustaining service systems focused on permanent housing solutions.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	If this item is not approved, Napa County will need to identify another way to provide emergency shelter, housing navigation and tenancy sustaining services for individuals experiencing homelessness in Napa or forego State and Federal funds supporting these services.
Additional Information:	County Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

AMENDMENT NO. 9 OF
NAPA COUNTY AGREEMENT NO. 210018B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 9 OF NAPA COUNTY AGREEMENT NO. 210018B is effective as of the 1st day of July 2026, between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **ABODE SERVICES, INC.,** a California nonprofit corporation, whose mailing address is 40849 Fremont Blvd., Fremont, CA 94538 (hereinafter referred to as "CONTRACTOR"). COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210018 (hereinafter referred to as the "Agreement), to operate the Napa County Shelter system and for the provision of outreach, engagement and housing support services for persons who are homeless or at risk of homelessness; and

WHEREAS, in November, 2020, the Parties amended the Agreement to allow for a continued response to COVID-19 to support the provision of homeless services and provide support services for clients impacted by the 2020 Napa County wildfires; and

WHEREAS, in August, 2021, the Parties amended the Agreement to allow for the continued response to COVID-19 to support the provision of services to individuals experiencing homelessness, to remove support services for clients impacted by the 2020 Napa County wildfire, to operate the Napa County Shelter system, and for the provision of outreach, engagement and housing support services for persons who are homeless or at risk of homelessness; and

WHEREAS, the Parties amended the Agreement in 2022 to modify the scope of services and costs for fiscal year 2022-2023; and

WHEREAS, the Parties amended the Agreement in 2023 to increase the contract maximum of the Agreement to incorporate additional grant funds received through the 2023 Emergency Solutions Grant Competitive (ESG-C) allocation program; and

WHEREAS, the Parties amended the Agreement to modify the scope of services and costs for fiscal year 2024-2025; and

WHEREAS, the Parties amended the Agreement to modify the scope of services and costs for fiscal year 2025-2026; and

WHEREAS, the Parties wish to amend the Agreement to modify the scope of services and costs for fiscal year 2025-2026; and

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

WHEREAS, the Parties wish to amend the Agreement to modify the scope of services and costs for fiscal year 2026-2027.

TERMS

NOW THEREFORE, the Parties amend the Agreement as follows:

1. Exhibit B and all previous Addenda to Exhibit B are hereby replaced in their entirety with "Exhibit B-9," attached hereto and incorporated by this reference as though fully set forth herein; all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-9," effective July 1, 2026.

2. The maximum compensation under this Amendment No. 9 will be $4,895,170

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.9 of Agreement No. 210018B as of the date first above written.

ABODE SERVICES, INC.

Signed by:
By: Vivian Wan
906AB4EE730040A...
VIVIAN WAN, Chief
Executive Officer

Signed by:
By: John Reiber
AEF1C3599DCE4DE...
JOHN REIBER, Chief
Financial Officer

NAPA COUNTY,
a political subdivision of the State of California

By: _____
Amber Manfree, Chair
of the Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: July 30, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

H: cc\d\h\contracts\ 210018B Abode Services Amend No.9

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

EXHIBIT A-9
SCOPE OF WORK
FISCAL YEAR 2026-2027

General Obligations/ Services:

Abode Services ("Abode") shall participate fully with key stakeholders including Napa County ("County") representatives, City of Napa ("City") representatives, community-based organizations, contracted technical assistance providers, business communities, faith-based groups, and other interested parties to facilitate a homeless response system to maintain a housing resolution orientation. This shall include improving housing outcomes, expanding outreach, and building new systems, such as a flexible housing pool and housing navigation.

As part of the collaborative process, Abode shall do the following:

1. Provide services which include culturally competent, considering the ethnic, linguistic, and experiential needs of residents experiencing homelessness, residents experiencing chronic homelessness, and extremely low-income individuals and families; and individuals who have disabling conditions and/or experience with the criminal justice system.
2. Implement all programs/operate all sites utilizing the core principles of Housing First and Harm Reduction. This includes actively 'screening in' people with criminal justice histories and/or active substance use. Abode shall not require abstinence for any potential or current clients. Nonetheless, shelters will maintain a zero-tolerance policy for possession and/or use of illicit drugs inside the shelter and day center in order to ensure the safety of all clients, volunteers, and staff.
3. Implement all programs/operate all sites in accordance with applicable non-discrimination, fair housing, and equal access laws and regulations.
4. Implement all programs/operate all sites with safe and welcoming environments for all people experiencing homelessness, with attention to those who traditionally access shelter services less frequently such as people who identify as Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), transition age youth, Hispanic individuals and families, Veterans, undocumented individuals and families, and those experiencing symptoms related to their mental health disabilities.
5. Ensure accurate and timely data entry into the Homeless Management Information System (HMIS) in alignment with Napa Continuum of Care (CoC) HMIS Policies and Procedures Manual and written standards.
    a. The standard expectation is that data for all programs is entered within 72 business hours of service provision, and any data changes or updates for a given month shall be entered into HMIS by the fifteenth (15th) business day of the following month.
6. Prepare monthly reports, as agreed by funding entities, that provide both output and outcome data.
7. Participate in regular meetings and forums such as the CoC, Point-in-Time (PIT) counts, Housing Meeting, Homeless Response Partners Meeting, and other community meetings.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

8. Receive referrals and prioritize people for services through the Napa CoC Coordinated Entry System (CES).
9. Engage community residents and businesses in a robust donation and meal provision program designed to increase the quantity and quality of daily meals available to overnight residents of the South Napa Shelter and Day Use Center clients.
10. Provide clients access to housing and services regardless of their criminal justice involvement history, in accordance with applicable federal, state, and local laws.
11. Provide services in a respectful and engaging manner.
12. Abode Services' Contracts Manager will be the single point of contact for all invoicing-related questions, concerns, and follow-up.

Housing Navigation Services:

Abode shall provide housing navigation services to eligible program participants with a need for such services through Housing Service Coordinators. Eligible clients will be prioritized by vulnerability as assessed by the Vulnerability Index – Service Prioritization Decision Assistance Tools (VI-SPDAT, F-VI-SPDAT, TAY-VI-SPDAT) and sustain caseloads of 1:30 among full time equivalent staff. Other prioritization factors include length of time homeless. The Housing Service Coordinators(s) providing housing navigation shall work with clients to assist them with gaining access to services and resources such as: healthcare, mental health services, benefits, drug and alcohol services, shelter, move-in arrangements, help with housing applications, and other services that help ensure access to housing.

Housing navigation services shall prioritize individuals and households experiencing homelessness based on their vulnerability assessment scores, referred through the Coordinated Entry System, and may serve households at-imminent-risk of experiencing homelessness, if there is staffing capacity, or when additional funds are designated specifically to serve households at- imminent-risk of homelessness, such as in the case of dedicated prevention grant funding assistance.

Housing navigation services shall be adapted to where the individual or family resides, which may be on the street, in an encampment, in shelters, in treatment centers, in jails, in hospitals, or in other temporary living situations. Services shall be provided face-to-face in an office as well as in the community and via phone/other technology. Caseloads shall be maintained at 1:30 to ensure effective service provision and maximize staffing level investment. In most cases, housing navigation services take the place of case management services within emergency response systems. Housing Service Coordinators follow the individual, thereby reducing the number of intakes at each location. Housing Service Coordinators shall also continue to meet regularly with residents once permanent housing is obtained and until a tenancy care service coordinator is assigned.

Below are some of the tasks of the Housing Service Coordinator when providing housing navigation services:

1. Develop a client-led service plan documenting priorities or emergencies pertaining, but not limited to, basic needs such as food, health, transportation, etc.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

2. Facilitate client access to interim or bridge housing resources as available.
3. Establish communication links with and for clients – phone/cell phone, mailing address, email, meeting locations, social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around obtaining housing, and work on setting realistic expectations of the process around budget, house, and ground rules, being a good neighbor, and trepidations around obtaining and/or maintaining housing.
6. Assess and develop a plan around potential barriers that may prohibit housing placement, such as rental history and prior evictions, credit history, criminal history, registered sex offender status, outstanding debts, outstanding warrants, as well as other barriers.
7. Get to know members or potential members of the household including pets/companion animals. Assess potential for clients to reconnect with family and/or friends for housing.
8. Assess eligibility for permanent housing resources, such as deposit/move-in financial assistance, rapid rehousing, affordable housing, and permanent supportive housing.
9. Assess the client's financial and personal resources to develop a budget for housing, determine opportunity to apply for additional social safety net income and benefit programs, and develop plan to fund move-in costs.
10. Help clients identify and pursue potential housing opportunities other than permanent supportive and affordable housing.
11. Help clients complete and submit required housing applications and other materials, including a signed release of information.
12. Provide advocacy, when needed, if application is denied, and support the client with the appeal process and/or reasonable accommodation requests.
13. Assist clients with obtaining the resources necessary to apply for and move into housing, such as application fees, security deposits, first month rent, moving services, furnishings, and bedding.
14. Support clients in preparing for housing interviews and/or other meetings that affect their ability to obtain permanent housing.
15. Engage with each client enrolled in Housing Navigation Services at a minimum of two times per month to maintain enrollment and service status.
16. Document all client contacts in the Homeless Management Information System.

Housing Specialist Services:

Abode shall provide housing specialist services to eligible program participants with a need for such services. Below are some of the tasks of the Housing Specialist:

- Search for property management companies and apartment complexes in Napa County to establish relationships and talk with them about the benefits of partnering with Abode. Once a relationship is established, we follow up with them regularly to explore potential housing opportunities for our clients and to discuss current placements to see how things are going.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

- Search online databases like Zillow, Apartments.com, Craigslist, Trulia, etc, for available apartments within our client's price ranges and then make appointments to view open units and to establish relationships with landlords.
- Coordinate among property managers/landlords, housing navigators, and clients when they are informed that a unit is available for one of our clients.
- Connect with Housing Navigators to locate the right client when a property manager informs us that a unit is available.
- Enroll into appropriate housing program.
- Meet regularly with Abode's Housing Navigators to discuss individual client's housing preferences and barriers to housing to increase the probability of successfully matching clients with housing.
    - Have expectation setting conversations with Housing Navigators, to pass onto their clients, to ensure a client's housing preferences is aligned with their budget, barriers, and housing availability/stock.
- Take clients to view units when it looks like there is an opportunity to potentially house them.
- If the client is interested and it looks like it might be a good fit, submit an application, including fee, for the unit.
- If the landlord is interested in pursuing the opportunity, then the landlord shall fill out a Unit Spec Form and submit a W9 if we do not already have one on file.
- Determine a subsidy structure for the unit if the participant is going to receive Rapid Rehousing support.
- Perform an HQS Inspection of the unit.
- Submit Purchase Orders for move in costs (deposit and rental requirements).
- Prepare HUD required documentation for the client and landlord to sign:
    - Lead Based Paint
    - VAWA
    - Housing Assistance Payment contract (HAP)
- Meet with the client and the landlord to go over and sign the lease.
- Create the Welcome Home Binder to present to the client.
    - A folder that has all required documents in an easy place to locate, which includes:
        - Important contacts list (property management)
        - Lease
        - Document entitled Understanding Your Lease
        - Community Standards and Policies document, which is uniquely tailored to the complex the client is moving into
        - Roommate agreement if applicable
        - Being a good neighbor document
        - Subsidy Structure

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

        - Their Budget
        - Copy of Service Agreement between them an Abode
        - Initial Service Plan, including utility information
- Ensure a successful hand-off with their Service Coordinator, who shall assist them during their transition process into housing.
- Manage the ongoing subsidy structure:
    - Ensure rent is paid
    - Compose a new HAP when the client's subsidy amount changes
- Track and conduct annual housing recertifications
- Complete annual HQS inspections.
    - Ensure all new documentation is uploaded to Abode's Welcome Mat system.
- Assist with any landlord / tenant disputes with the aim of mitigating them.
    - Assist with mutual termination agreements when necessary.
- Answer any landlord questions that might arise to ensure they remain happy with the partnership with Abode.
- Provide Mitigation Assistance when a client leaves a unit with significant damages and/or rental arrears.
- Ensure timely completion of annual inspections, income certifications, exit documentation, and any other necessary housing paperwork by coordinating closely with case management partners.

Housing Service Coordinator Services:

In addition to housing navigation services, Abode's Housing Service Coordinators shall provide Transition/Moving In services to eligible program participants with a need for such services. Below are some of the Transition/Moving In services provided by the Housing Service Coordinator:

1. Establish utilities for the housing unit, including supporting the client with applying for low-income utility assistance programs when appropriate.
2. Update the client's mailing address with key agencies including: the post office, health insurance, public benefits, and other social safety net service providers.
3. Establish the method for ensuring tenant contributions of monthly rental payments are on time. Abode shall ensure that subsidy payments are on time to the property manager.
4. Develop a housing crisis response plan outlining plans if challenges arise that may jeopardize housing stability including key emergency contacts for service and housing-related issues. Possible housing challenges include mental health/substance use relapse, health and cognitive issues impacting activities of daily living, non-payment of rent, conflicts with neighbors or property manager, unauthorized guests, hoarding/cluttering, smoking and fire hazards, as well as plumbing/flooding issues.
5. Transition ongoing support to appropriate service providers and natural supports.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

Housing Tenancy and Sustaining Services:

Abode's Housing Services Coordinator(s) shall provide Housing Tenancy & Sustaining services to eligible program participants with a need for such services. The Housing Services Coordinator(s) shall work with clients face-to-face in an office as well as in the community and via phone/other technology to a total caseload of 25-30 individuals concurrently.

Below are some of the tasks of a Housing Services Coordinator:

1. Engage with each client enrolled in Housing Tenancy & Sustaining Services at a minimum of two times per month to maintain enrollment and service status.
2. Create an individualized service plan (ISP) with each participant setting forth their goals and then supporting them to accomplish those goals. The ISP should be updated regularly as goals are accomplished and new goals are set.
3. Establish communication links with and for clients – phone/cell phone, mailing address, email, meeting locations, and social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around budgeting, self-care, remaining housed, being a good tenant and neighbor, and trepidations around maintaining housing.
6. Assess the client's financial and personal resources to develop a budget, determine opportunity to apply for additional social safety net income and benefit programs, and for increasing their income if they are working.
7. Transportation of clients to various service appointments.
8. Support participants in myriad ways as they transition from homelessness into housing.
9. Troubleshoot housing issues and challenges.
10. Attend program meetings with internal and external partners to coordinate services and ensure quality services.
11. Document all client contacts in the Homeless Management Information System.

Shelter and Drop-In Services:

With support from key stakeholders, Abode shall continue to operate the shelter as a housing resolution focused system. As part of this Scope of Work, Abode shall operate the overnight South Napa Shelter and the Day Use Center. In addition, for each year the County deems the resource necessary, Abode shall also operate the Winter Shelter and/or Warming Center between mid-November and mid-April. All sites are to be low barrier, meaning there shall be no requirements regarding drug testing or sobriety, employment, mandatory savings accounts, attendance of religious services, or participation in services.

Abode shall train staff in crisis de-escalation techniques and shall work to resolve issues that arise to the extent possible prior to exiting clients from services. Abode shall establish working relationships with rapid re-housing and permanent supportive housing providers and staff in community organizations to ensure shelter clients exit to permanent housing solutions as quickly as possible.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

Abode shall ensure shelter and drop-in service sites are always staffed with a minimum of two people. Additionally, Abode shall build and operate a volunteer program to both proactively engage the community and to enhance services at the shelter.

Housing navigation services shall be available to residents identified and prioritized for those services on-site. Staff shall be proactive in engaging everyone who enters the shelter and work to develop plans for securing or re-establishing housing for all shelter residents. Every shelter resident shall be assisted with the creation of a plan for returning to housing within 14 days of entering the shelter.

All sites shall prioritize the health and safety of residents and staff, and shall be clean, orderly, and well maintained. At the South Napa Shelter and Day Use Center, Abode shall coordinate with or contract for maintenance personnel, as needed, to ensure facilities are always safe and sanitary. Shelter staff shall be trained on program operations and procedures of the shelter facility to ensure the shelter programs are operated in a safe and supportive manner. This includes creating and maintaining good relationships with neighboring properties and businesses. Abode shall always maintain and implement written policies and procedures safeguarding the health and safety of clients, staff, guests, and the surrounding community.

Abode shall monitor the South Napa Shelter parking lot for vehicles in violation of the parking policy. Shelter Manager is responsible for initiating citations or towing inquiries with Napa County Housing & Community Services. Abode shall be responsible for towing fees associated with the west side of the parking lot, outlined in Exhibit C.

Meal Program Services:

Abode shall provide breakfast for all clients of the South Napa Shelter and for Day Use Center clients. Lunch shall also be offered to all Day Use Center clients and shall be served Monday- Saturday. Dinner shall be provided by Abode every evening for all overnight shelter clients. The Sunday dinner will be served at 3pm, since no lunch is provided on Sundays. The priority shall always be to provide low-sugar, low-salt, nutrient dense meals that promote health and wellness.

Abode agrees to maintain the state and local food service and food handling permits required by law to operate the meal program at the South Napa Shelter. Further, Abode shall ensure all shelter staff and volunteers have and maintain the mandated minimum level of individual food handling certification. Abode accepts full responsibility for ensuring donated food is safe to consume and is handled and stored in accordance with local, state, and federal regulations.

Abode agrees to waive any claim for damages of any nature whatsoever and to release the County of Napa, from any liability or responsibility whatsoever for any ill-effect, injury, or loss incurred by Abode or any third party including, but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the provision of food at the South Napa Shelter.

If County contracts with a vendor to provide food to the South Napa Shelter, County shall cause

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

such vendor(s) to name Abode, its directors, officers, agents, employees, and volunteers as Additional Insureds of the same insurance policies County is named as an Additional Insured under such food provision contract(s). County shall also cause such vendor(s) to provide a certificate of insurance to Abode evidencing such coverage.

Abode agrees to work with County staff to investigate and implement ways to improve food services to individuals experiencing homelessness and seeking assistance at the South Napa Shelter.

Flexible Housing Pool Administration Services:

Abode shall administer Napa's Flexible Housing Funding Pool (Flex Pool) in collaboration and with direction from the City of Napa and Napa County. Abode shall design Flex Pool operations around established program goals and metrics, including rapid rehousing and supportive housing unit goals, funding goals, service goals, client goals and general system alignment goals. This shall include administrative and programmatic operations, and a plan for ensuring compliance with applicable federal, state, and local laws.

Abode shall use the contracted pooled funds, along with other resources, to create a tailored package of housing resources (subsidies, vouchers, other) with attached supportive services to each household as prioritized through Napa's Coordinated Entry System (CES). Napa's CES system shall centralize access, intake, and assessment for individuals entering the homeless system and prioritize these individuals for housing navigation, support services, and rental assistance based on their vulnerability assessment scores. Abode shall be responsible for fiscal management of the funds and shall develop an accounting system for committed funds, their restrictions, funding uses and disbursements. Abode shall meet all State and Federal reporting requirements associated with funding streams.

Abode shall act as the primary housing property manager liaison for homeless and housing programs in Napa County, a crucial component to Napa's Coordinated Entry System. After individuals are prioritized for housing, according to their vulnerability assessment scores, Abode, in coordination with the County's CES Coordinator, shall be responsible for matching those households with available housing opportunities that meet the household's needs. This work shall include:

1. Developing an inventory of housing opportunities in Napa County.
2. Communicating housing program vacancies to County CES staff.
3. Matching prioritized households to available housing vacancies for which the household meets eligibility criteria and for which there are subsidy resources if needed.
4. Negotiating leases with property managers.
5. Directly placing households in housing programs and/or opportunities that meet their needs.
6. Providing move-in assistance through the Flex Pool and/or other resources, as needed and allowed.
7. As funding allows, holding vacant units so that they can be quickly reassigned to a CES eligible household.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

8. Assessing the support services needs of households placed in housing. Create a tailored services package for each placed household and ensure tenants have access to these services.
9. Managing tenant and property manager issues, crises, disputes, and relations, including utilizing Abode's property manager crisis line—a 24/7 resource.
10. Managing the County's Property Manager Incentive Program — which includes the risk mitigation program.
11. Providing subsidy administration for all programs in the flexible housing subsidy pool.
12. Responding to tenant, neighbor, and or community-based calls or emails in a timely manner.
13. Ensuring a comprehensive array of support services to accompany housing placements: Abode either shall provide this comprehensive array of services or shall work with other community-based organizations and the governmental stakeholders to assign the ongoing tenancy care housing case management (housing stabilization, benefits enrollment, life skills, case management, etc.).

A. **Subsidy Administration Services:**

1. General

Abode shall be the County's Flex Pool Administrator. Abode shall perform the following set of services for specific rental assistance programs. Each rental assistance program shall be administered in accordance with the requirements described herein and in accordance with that program's regulations.

a. Upon execution of this contract, Abode shall administer housing programs within the Flex Pool. As new housing resources become available in Napa County, it is expected that new resources shall be added to this pool. Abode shall hire and assign Housing Specialist(s) to oversee the daily operations and shall identify a single point of contact for each service provider. The objective of the Flex Pool is to efficiently implement and manage housing resources to ensure non-preventable experiences of homelessness are rare, brief, and non-recurring, and support individuals with retaining housing once their experience of homelessness has ended.

2. Scope of Services – Rental Assistance and Security Deposit Assistance Payments.

The Flex Pool Administrator's primary role is to process rental assistance and security deposit assistance payments for clients of each program managed through the Flex Pool pursuant to that program's Administrative Rules and Procedures.

Abode shall:

A) Document and verify clients' eligibility for the program.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

B) Verify clients' incomes and document and determine each client's share of rent, while factoring in utility allowances when applicable.
C) Verify that rental agreements and rents conform to program requirements.
D) Conduct unit inspections to ensure that rental units meet program requirements.
E) Process and issue monthly rental assistance and security deposit payments.
F) In some instances, collect and account for the clients' portion of the rent (in cases of master leases).
G) Conduct re-certifications annually, or as otherwise required by the funding source.
H) Provide verbal and written communications to clients, property owners or their agents, and service providers in all matters related to the rental assistance program.
I) When necessary, oversee the termination of rental assistance to clients or property owners who violate program/ lease requirements.
J) Participate in coordination meetings with clients' service teams.
K) Monitor programs for violations of Fair Housing statutes.

For rental assistance programs administered by the Housing Authority of the City of Napa (Housing Authority), Abode shall make an initial determination of client eligibility and process payment for security deposit, if needed, through the Flex Pool. Abode shall provide services to clients to be assisted by Housing Authority programs, including Shelter Plus Care, Housing Choice Vouchers, Project-based Vouchers, and Family Unification Vouchers, to the Housing Authority. The Housing Authority shall administer these programs outside of the Flex Pool.

Deliverables, Milestones, Timelines for Performance:

The County Director of Housing & Homeless Services or her/his designee shall monitor Abode's performance throughout the term of the agreement. Unless specified otherwise by the requirements of a specific program, Abode shall meet the following performance standards.

Performance Metrics, Reporting, and Management:

The County Director of Housing & Homeless Services or her/his designee shall monitor Abode's performance throughout the term of the Agreement. As part of the overarching goal of ensuring non-preventable experiences of homelessness are rare, brief, and non-recurring in Napa County, Abode shall focus on maximizing (within reason and ensuring the benefit of program participants) the following two outcomes monthly:

1. **Permanent Housing Placements:** Permanent housing placements are defined according to the type of housing, as follows, and exclude those who are deceased:

    1.1 Rapid Rehousing:

    The percentage of households that exit shelter, drop-in or outreach services to permanent housing shall be tracked (using all households placed in rapid rehousing within same month as denominator). Additionally, CalAIM clients shall be identified separately within the

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

overall homeless system client population for these outcomes.

1.2 Permanent Supportive Housing:

The percentage of households that exit shelter, drop-in or outreach services to permanent housing shall be tracked (using all households placed in rapid rehousing within same month as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

1.3 Abode Services shall be responsible for tracking, management and monitoring the spending of all rental assistance and client funds within the contract. This includes HUD CoC, ESG, and any other additional federal, state, or local funding that is added to the contract. Abode Services will provide a monthly spending budget-to-actual with annual spending projections via the Grant Tracker Tool to ensure timely and complete utilization of all available rental assistance funding within the contract.

1.4 Abode Services will enter into Master Lease agreements with scattered site properties and act as the landlord and sub-lessor to clients enrolled in the Master Lease program.

2. Housing Stability: Housing stability is defined according to type of housing, as follows, and excludes those who are deceased:

2.1 Rapid Rehousing: The number of households that remain stably housed six (6) and twelve (12) months after either 1) housing placement (according to the date the housing lease was effective) OR 2) exit to another permanent housing unit. The percent of households that remain stably housed after six (6) and twelve (12) months shall also be tracked (using all households that were placed in permanent supportive housing at six (6) and (12) months as denominator). The number of households that return to homelessness at six (6) and twelve (12) months after the housing lease effective date. The percent of households returning to homelessness after six (6) and twelve (12) months shall also be tracked (using all households that received rapid rehousing at six (6) and twelve (12) months since move-in as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

2.2 Permanent Supportive Housing: The number of households that remain stably housed six (6) and twelve (12) months after either 1) housing placement (according to the date the housing lease was effective) OR 2) exit to another permanent housing unit. The percent of households that remain stably housed after six (6) and twelve (12) months shall also be tracked (using all households that were placed in permanent supportive housing at six (6) and (12) months as denominator). The number of households that return to homelessness at six (6) and twelve (12) months after the housing lease effective date. The percent of households returning to homelessness after six (6) and twelve (12) months shall also be tracked (using all households that received rapid rehousing at six (6) and twelve (12) months since move-in as denominator). Additionally, CalAIM clients

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

shall be identified separately within the overall homeless system client population for these outcomes.

Data Collection:

Abode shall provide data needed for community homeless system performance measures and metrics related to the CalAIM program measures as established.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

EXHIBIT B-9

COMPENSATION AND EXPENSE REIMBURSEMENT- BUDGET

FISCAL YEAR 2026-2027

(And Each Subsequent Renewal Period)

COUNTY shall pay for services rendered in accordance with the budget, attached to this Exhibit B-9.

The budget is divided into five parts:

1. Shelter & Day Use Center
2. Housing Services
3. Outreach
4. Contractor Admin/Operations
5. Client Support

CONTRACTOR submits to COUNTY, within thirty (30) calendar days of the end of the preceding month, requests for reimbursement, together with complete documentation required by COUNTY.

CONTRACTOR may invoice COUNTY for an advance payment for Fiscal Year 26/27. Advance payments for each subsequent fiscal year are payable upon COUNTY receiving an invoice from the CONTRACTOR and will be based upon the budget for that fiscal year.

CONTRACTOR may modify the maximum amount of individual budget items, across cells or columns in the budget template if the dollar amount of any individual budget item is not reduced to less than 10% of its original amount and the total maximum fiscal year dollar amount for all budgeted items remains unchanged, with the approval of the COUNTY Director of Housing & Homeless Services or his/her designee. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing COUNTY representative has been given to the COUNTY Auditor Controller. No such changes in the budget shall add a new type of service(s) to the Program description set forth in Exhibit A or increase the rate of the Administrative Costs line item.

CONTRACTOR will repay any advance by subtracting one twelfth ($1/12^{th}$) of the amount advanced from its monthly billing, starting with the first month of the Agreement, until the entire amount is repaid. If the Agreement is terminated for any reason prior to repayment of the entire amount advanced, CONTRACTOR agrees to reimburse the COUNTY for the remaining amount of the advance payment upon termination. CONTRACTOR further agrees to reimburse the COUNTY for costs COUNTY may incur to collect unpaid amounts.

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

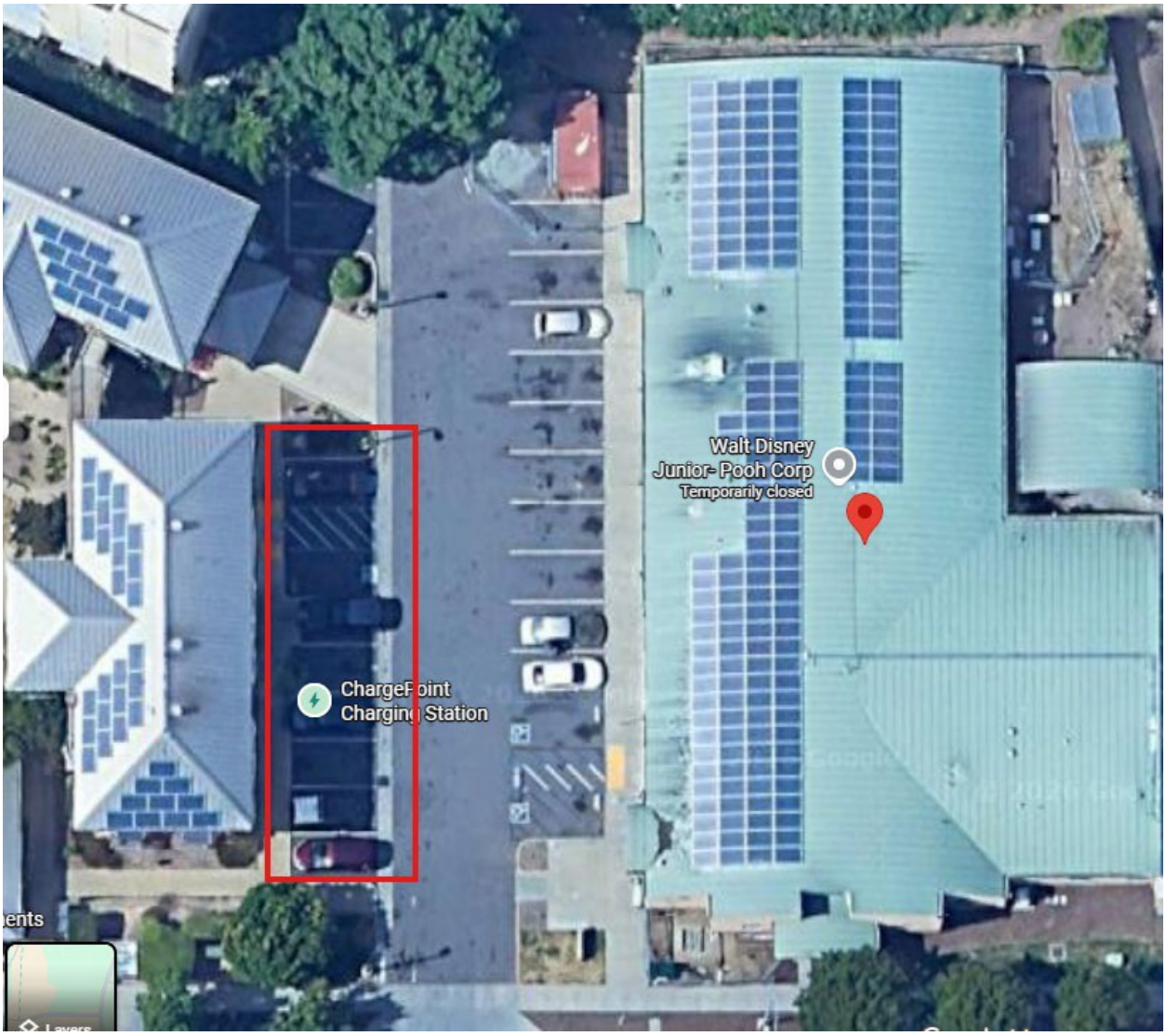
26-'27 NAPA Abode Housing & Homeless Programs Budget

	Shelter Operations - South Napa Shelter	PSH Masterlease Program	New Budget PSH Combined	ESG-NC + C	Non CalAIM - Nav	Non CalAIM - TSS	Rapid Resolution	CalAIM - Nav	CalAIM - TSS	Total
FTE count										
Grant/Funding Allocation	1,950,000	350,525	900,163	106,747	465,293	300,000	30,000	396,000	354,000	5,680,622
Shelter(s) & Day-Use Center										
Director of Housing & Services (0 FTE)	-	-	-	-	-	-	-	-	-	-
Associate Director (.1 FTE)	5,330	-	-	-	-	-	-	-	-	5,330
Clinical Superviser (.05 FTE)	11,960	-	-	-	-	-	-	-	-	11,960
Shelter Manager (1.0 FTE)	98,036	-	-	-	-	-	-	-	-	98,036
Shelter Coordinator (1.0 FTE)	85,035	-	-	-	-	-	-	-	-	85,035
Shelter Monitors (10.4 FTE)	566,273	-	-	-	-	-	-	-	-	566,273
Community Engagement Coordinator (1.0 FTE)	80,601	-	-	-	-	-	-	-	-	80,601
Kitchen Coordinator (1.0 FTE)	66,324	-	-	-	-	-	-	-	-	66,324
Kitchen Assistant (0.67 FTE)	34,000	-	-	-	-	-	-	-	-	34,000
Shelter Services Coordinators (2.0 FTE)	133,664	-	-	-	-	-	-	-	-	133,664
Data Base Manager (0.14 FTE)	9,780	-	-	-	-	-	-	-	-	9,780
Data & Compliance Administrator (.5 FTE)	28,716	-	-	-	-	-	-	-	-	28,716
Billing & Budgeting Associate (0.17 FTE)	2,395	-	-	-	-	-	-	-	-	2,395
Crisis Pay	-	-	-	-	-	-	-	-	-	-
Total Compensation	1,122,114	-	-	-	-	-	-	-	-	1,122,114
Total Benefits @ 25%	280,529	-	-	-	-	-	-	-	-	280,529
Total Staffing - Shelters	1,402,643	-	-	-	-	-	-	-	-	1,402,643
Grand Total - Shelters	1,402,643	-	-	-	-	-	-	-	-	1,402,643
Housing Services										
Director of Housing & Services (0.25 FTE)	-	21,320	-	-	24,449	-	-	10,866	12,657	69,292
Associate Director (.50 FTE)	-	-	-	-	24,519	-	-	15,990	15,990	56,499
Compliance Manager	-	-	-	-	-	-	-	-	-	-
Senior Program Manager	-	-	-	-	13,485	-	-	-	-	
Program Manager (.75 FTE)	-	1,518	-	-	33,408	-	-	12,700	14,427	62,053
Program Coordinator II (1 FTE)		2,025			44,545			16,934	19,235	82,739
Clinical Supervisor (.05 FTE)	-	-	-	-	-	-	-	-	-	-
Database Manager (.17 FTE)	-	931	-	-	2,794	-	-	9,827	9,827	23,379
Data Quality (.44 FTE)	-	3,191	-	-	9,572	-	-	-	-	12,763
Billing and Budgeting Associate	-	-	-	-	-	-	-	-	-	-
Housing Navigator	-	-	-	-	-	-	-	-	-	-
Real Estate Specialist .3 FTE	-	-	-	-	-	-	-	-	-	-
Housing Compliance Specialist (1 FTE)	-	*6,490*	-	-	-	-	-	-	-	6,490
Contracts Manager	-	1,042	-	-	2,197	-	-	1,502	1,484	6,225
Finance Associate	-	4,091	-	-	34,108	-	-	13,206	35,187	86,592
Housing Specialist (1.5 FTE)	-	20,248	-	-	22,422	-	-	20,377	20,377	83,424
Housing Services Coordinator (5.92 FTE)	-	12,482	-	-	171,066	-	-	127,109	99,658	410,315
Housing Manager, Support Services (Rachel) (1.0 FTE)	-	-	-	-	-	-	-	-	-	-
Housing Compliance Specialist 1.0FTE	-	-	-	-	9,059	-	-	25,823	23,525	58,407
Outreach Manager (1.0 FTE)	-	-	-	-	-	-	-	-	-	-
Total Compensation	-	73,338	-	-	391,624	-	-	254,334	252,367	865,361
Total Benefits @ 25%	-	18,335	-	-	97,906	-	-	63,584	63,092	242,916
Total Staffing - Housing Navigation	-	91,673	-	-	489,530	-	-	317,918	315,459	1,108,277
Grand Total - Staffing	1,402,643	91,673	-	-	489,530	-	-	317,918	315,459	2,617,221
Contractor Admin/Operations										
Training	-	1,200	-	-	-	-	-	300	-	1,500
Equipment & Furnishings	5,880	2,000	-	-	12,990	-	-	700	800	22,370
Travel	1,500	1,200	-	-	4,500	-	-	5,000	9,500	21,700
Telephone/Communications	1,639	85	-	-	537	-	-	345	322	2,928
Utilities and License Fees (formerly Maint & Svc)	93,500	1,200	-	-	18,700	-	-	4,190	3,700	121,290
IT	33,327	3,128	-	-	18,649	-	-	17,458	42,699	115,261
Recruitment ($75 Lifescan)	500	150	-	-	-	-	-	-	-	650
Office Supplies	70,200	1,500	-	-	20,398	-	-	29,780	26,200	148,078
Food Cost	36,168	-			-			-		
Program Supplies		9,650	-	-	-	-	-	-	-	45,818
Facilities	760	600	-	-	400	-	-	200	300	2,260
Total Admin/Operations	243,474	20,713	-	-	76,174	-	-	57,973	83,521	481,855
Client Support										
Client Housing - Rental Assistance	-	200,684	760,000	92,000	-	82,000	25,000	23,700	-	1,183,384
Client Housing - Homelessness Prevention	-		-	-	-	-	-	-	-	-
Storage Costs	-		-	-	-	-	-	-	-	-
Housing Move-In funds (housing rel. costs, utility arrears, client flex funds)	-	-	-	-	-	25,000	-	-	-	25,000
Landlord Incentive + Risk Mititgation (repairs & maintence)	-	-	-	-	-	15,000	-	-	-	15,000
Total Client Support	-	200,684	760,000	92,000	-	122,000	25,000	23,700	-	1,223,384
Total Subject to De Minimus	1,646,117	112,386	-	-	565,704	-	-	375,891	398,980	3,099,078
Indirect Admin (18.48%)	304,202	20,769	-	-	104,542	-	-	69,464	73,731	572,708
Total	1,950,319	333,839	760,000	92,000	670,246	122,000	25,000	469,055	472,711	4,895,170
	18%									
Admin Other - 0% De minimis of Client Support Cost	-	-	-	-	-	-	-	-	-	-
GRAND TOTAL - ABODE CONTRACT	1,950,319	333,839	760,000	92,000	670,246	122,000	25,000	469,055	472,711	4,895,170

Docusign Envelope ID: 581891EB-D752-8089-83A0-221D65B029BA

EXHIBIT C

PROPERTY MAP



1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1465

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Agreement No. 270123B with Claremont Behavioral Services, Inc, dba Claremont EAP.

RECOMMENDATION

Approve and authorize Agreement No. 270123B with Claremont Behavioral Services Inc., dba Claremont EAP, to continue providing the Employee Assistance Program. (Fiscal Impact: $125,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

The Employee Assistance Program (EAP) provides counseling services to County employees and their eligible dependents on a wide variety of issues including legal concerns, financial matters, and work/life referral services. Covered persons under this contract are entitled to five free counseling visits per incident with a licensed clinician. In addition, EAP provides on-site training seminars, consultation for County management staff, critical incident debriefing, and mediation/team building services for departments in need.

Claremont Behavioral Services, Inc., dba Claremont EAP (Claremont), was awarded a contract to provide EAP services to County employees and their eligible dependents effective January 1, 2014, with subsequent amendments. Claremont is regulated by the Department of Managed Health Care (DMHC), which requires DMHC-approved contract language in all agreements which are not contained in any of the contract amendments. The County participated in a competitive Request for Proposal process in April 2026, and Claremont EAP was again awarded the contract. This new contract adheres to DMHC requirements.

Requested Action: Approve and authorize Agreement No. 270123B with Claremont, for the initial term of July 1, 2026, through December 31, 2029, with a contract maximum of $125,000 annually.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	10220 Human Resources
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Up to $125,000 annually depending on services rendered.
Consequences if not approved:	The County will not have a vendor to provide beneficial and highly
Additional Informati	County Initiative: Elevate County Service and Workfo

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

KNOX-KEENE EAP SERVICES CONTRACT

Contract Effective Date: July 1, 2026

This Knox-Keene EAP Services Contract ("**Contract**") is made between Claremont Behavioral Services, Inc., dba Claremont EAP, an employee assistance program ("**Claremont**"), and Napa County ("**Subscriber**"). Claremont and Subscriber may each be referred to herein as a "**Party**" and collectively as the "**Parties**". The terms of the Contract between Claremont and Subscriber are as follows:

RECITALS

A. Claremont offers employee assistance program ("**EAP**") services to clients like Subscriber and is licensed as a specialized health care service plan by the California Department of Managed Health Care ("**DMHC**").

B. Subscriber desires to retain Claremont to implement and provide ongoing EAP services to Subscriber Members.

SECTION I – DEFINITIONS

1.1 The terms not otherwise defined in this Subscriber Contract shall have the meanings in the Definitions section of the Combined Evidence of Coverage/Disclosure Form ("**EOC**"). The EOC is attached to this Contract as Exhibit A and incorporated by reference into this Contract.

SECTION II – SUBSCRIBER SERVICES

2.1 Eligibility and Enrollment. All eligible Members (as defined in Section 2.3) who live or work within Claremont's Service Area will be enrolled with Claremont EAP and qualified to receive Covered Services. Coverage for eligible Members will commence at the Effective Date of this Contract and then at each open enrollment period or following a proven qualifying event, such as at birth or adoption, marriage, or creation of a domestic partnership. Subscriber shall determine and notify employees of eligibility concerning hourly requirements and any applicable waiting periods. Claremont will refer any disputes or inquiries regarding eligibility requirements or a Member's eligibility, including rights regarding employee renewal and reinstatement, to Subscriber for determination. Any minor child or spouse/former spouse who does not permanently reside with a Member and is ordered by the court that coverage be provided is also eligible for Covered Services under this Contract.

2.2 Dependent Coverage. Dependent coverage is included in Covered Services under the Contract. Dependent is defined as follows:

2.2.1 The lawful spouse or domestic partner of the Employee Member.

2.2.2 An eligible Employee Member's child, up to age twenty-six (26), irrespective of the

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

dependent child's place of residence, marital, financial, or student status. Adopted children, stepchildren, and foster children are covered from and after the date of placement. Except as stated above, dependents are eligible for coverage on the date the eligible Subscriber employee acquires such dependent.

2.2.3 Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of mental or physical handicap; and (2) chiefly dependent upon the Member for support and maintenance provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within thirty (30) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by Claremont.

2.2.4 In addition to the above, all Members' parents and mothers and fathers-in-law in the immediate household are eligible for Covered Services by Claremont.

2.3 Covered Services. Claremont will provide EAP services to Subscriber's employees and dependents, referred to as "**Members**", at times and location(s) agreed to and arranged by Claremont and the Members.

2.4 Sessions. Subscriber has contracted for a six (6) session EAP plan. Each Member is entitled to receive no more than six (6) sessions per Benefit Year.

2.5 Payment. Claremont will provide EAP services to Subscriber on a per-capita basis of $3.67 per eligible employee per month for the period of July 1, 2026, through December 31, 2029 ("**Initial Term**") payable in monthly installments in advance on or before the first day of each calendar month. After the Initial Term, Claremont reserves the right to renegotiate service fees and other Contract provisions on an annual basis at the Contract renewal, unless otherwise specified and agreed to between Subscriber and Claremont. All payments shall be via ACH or wire to the account listed below. Remittance advices are to be submitted to billing@uprisehealth.com.

Bank Name: Sunflower Bank
Address: 8117 Preston Rd, Suite 220, Dallas, TX 75225
Routing No: 101100621
Account No. 1100017512
Account Name: Claremont Behavioral Services

Maximum Amount. The maximum payments under this Contract shall not exceed a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

2.6 Providers. Claremont provides EAP services through its contracted Providers who have entered into written contracts with Claremont. All contracted Providers shall be appropriately licensed

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

and/or certified to provide EAP services and shall comply with professionally recognized standards of practice and applicable state and federal laws.

2.7 EAP Services. Claremont's EAP services include clinical assessment, counseling, and referral for issues that include marital or relationship difficulties, family and child problems, stress and anxiety, depression, grief and loss, substance abuse, domestic violence, job performance issues, Crisis Intervention, and communication or conflicts. Claremont's EAP services also include individual and/or family outpatient counseling focused on problem resolution, helping the individual and/or family develop early-stage prevention skills that improve their quality of life and family relationships, and that encourage early self-detection and resolution of personal and/or family problems before they become unmanageable, requiring professional assistance.

2.8 Emergency Health Condition.

2.8.1 Emergency Services. Subscriber shall communicate with Members that in the event of a medical emergency, the Member should call 911 or go to the nearest hospital emergency room. Medical emergencies and services for medical emergency or other medical care are not Covered Services, and Claremont will not pay for medical services or care under this Contract. Subscriber shall inform and encourage Members to appropriately use the 911 emergency response system in areas where the system is established and operating when Members have, or believe they have, an emergency psychiatric or medical condition that requires an emergency response.

2.8.2 Claremont provides twenty-four (24)-hour a day, seven (7) days a week Crisis Intervention telephone line for Members. Claremont will assess whether or not a clinical emergency exists and direct appropriate intervention, as well as assess the need for counseling or referrals for medical care and treatment.

2.8.3 Where there is no clinical emergency, but the Member has an urgent need to see a Provider to address a serious problem or condition, Claremont will schedule the Member with a Provider who will offer an appointment within an appropriate time frame.

2.8.4 Claremont will maintain a twenty-four (24)-hour a day, seven (7) days a week EAP telephone line for Members regarding EAP services. Members may call the EAP services line for confidential assistance and referral to counseling services from Claremont's network of Providers.

2.8.5 The EOC contains the full list of Benefits, limitations, and exclusions for EAP services for Members.

2.9 Member Cost-Share. There are no Co-Payments, deductibles, or other cost-shares required for a Member to access EAP services. Subscriber shall pay all fees for EAP services provided by Claremont under this Contract. Upon each call to the EAP services line, Claremont shall inform the Member of the number of visits he/she is entitled to receive under the Contract.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

2.10 Supplemental Benefits. In addition to EAP services, Claremont also provides other supplemental benefits for Members that are listed and further descried in the EOC ("**Supplemental Benefits**"). If Subscriber opts to receive Supplemental Benefits under this Contract, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in the EOC.

2.11 Subscriber-Only Benefits. Claremont also provides several Subscriber-only benefits designed for employers and their managers. The listing, description, and terms of these services for employers and managers are in Exhibit B, which is attached to this Contract and incorporated by this reference. If Subscriber opts to receive these services, Subscriber shall pay Claremont for these services in accordance with the pricing terms set forth in Exhibit B.

2.12 Additional Disclosures. Please refer to the EOC for additional disclosures that pertain to EAP services provided by Claremont.

SECTION III – TERM AND TERMINATION

3.1 Term. This Contract shall commence on the Effective Date and continue for a term of 42 months (the "**Initial Term**"). The Contract shall automatically renew on the same terms and conditions for successive periods of 12 months (each a "**Renewal Term**") unless either Claremont or Subscriber provides at least sixty (60) days' prior written notice of its intent to terminate. Such notice may be provided at any time during the Initial Term or any Renewal Term, with termination becoming effective sixty (60) days following receipt of the notice.

3.2 For Cause Termination. Either Party may at its option, terminate this Contract by notice to the other Party if the other Party breaches one of its obligations under this Contract and fails to cure that breach or default within a period of thirty (30) days after receiving notice identifying that breach. The rights described in this Section 3.2 to terminate this Contract shall be in addition to any other remedy available to the non-breaching Party, whether under this Contract or in law or equity, on account of that breach.

3.3 Termination for Fraud. Claremont reserves the right to cancel this Contract for fraud or deception by Subscriber in obtaining this Contract or in the use of EAP services by Members. Claremont also reserves the right to cancel the coverage of any Member under this Contract for fraud or deception in the use of EAP services by that Member or person claiming to be a family member or dependent of that Member. Claremont shall send Subscriber a notice of cancellation prior to the effective date of such cancellation.

3.4 Termination for Non-Payment of Premiums. In accordance with Health & Safety Code Section 1365 and 28 CCR Section 1300.65, Claremont may terminate this Contract for cause if payment for services rendered becomes one hundred and five (105) days past due. If payment for services rendered becomes thirty (30) days past due, Claremont will provide Subscriber with a Notice of Cancellation for Nonpayment of Premiums and Grace Period. The Grace Period extends seventy-five (75) days from the date the Notice of Cancellation for Nonpayment of Premiums and Grace

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Period is sent and 105 days from the due date of the original payment. If payment for services rendered becomes seventy-five (75) days past due, Claremont will provide Subscriber thirty (30) days final notice of intent to terminate the contract for nonpayment. If Claremont does not receive payment within those thirty (30) days, Claremont may terminate the Contract. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont cancels or declines to renew this Contract, Claremont shall mail a notice of cancellation to Subscriber at Subscriber's address of record.

3.4.1 *Reinstating Contract.* Claremont may accept payment after the termination of coverage as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period. If Claremont accepts payment, the Contract shall be reinstated as though it had never been cancelled. After termination, Claremont will permit reinstatement of the Contract as if it had not been terminated, once during any twelve (12)-month period, if Subscriber pays the delinquent fees prior to the next payment date.

3.4.2 *Subscriber's Duty to Notify Members*. Subscriber is required to promptly provide its Members a legible, true copy of any notice of cancellation received from Claremont. Subscriber will provide Claremont with proof of the date of mailing, in the form of an attestation from individual performing the mailing, within five (5) business days of the date that Claremont provided notice of cancellation. Member coverage will terminate as provided in the Notice of Cancellation for Nonpayment of Premiums and Grace Period.

3.5 Payment during Termination Period. Subscriber is responsible for payment of Premiums under Section 2.3 until the effective date of termination. Claremont shall within thirty (30) days return any pro rata portion of fees paid to Claremont by Subscriber for any payment that has been received for any unexpired period, less any amounts due Claremont.

3.6 Notice of Termination. Subscriber shall provide its Members notice of any termination under this Section III.

3.7 Review by the DMHC. If Subscriber alleges that this Contract has been or will be improperly cancelled, rescinded, or not renewed, Subscriber may request a review by the Director of the DMHC pursuant to Health & Safety Code Sections 1365 and 1368.

3.8 No Additional Referrals. Claremont will not refer or accept additional eligible Members for EAP services after the date of termination of this Contract.

3.9 No Retroactive Termination. Claremont does not engage in retroactive termination, and Members covered under this Contract will not be held retroactively responsible for any services provided to them by Claremont.

3.10 Provider Contract Termination. Upon termination of a Provider contract, Claremont will pay the Provider to complete all Member EAP sessions remaining for sessions in progress, unless

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Claremont makes reasonable and clinically appropriate provision for the assumption of such services by another contracting Provider. In either case, no costs will be incurred by Subscriber or any Member due to this Provider contract termination event. Claremont will provide sixty (60) days' written notice to Member/Subscriber of any termination or breach of contract by, or inability to perform of, any contracting Provider if Member/Subscriber may be materially and adversely affected thereby.

SECTION IV – CONFIDENTIALITY

4.1 Confidentiality. Subscriber shall not disclose or cause to be disclosed any Confidential Information or proprietary information, records, or other documents relating to the practice, services, operations or business of Claremont that Subscriber obtains during the term of this Contract except as necessary to perform its obligations under this Contract.

4.2 The term "**Confidential Information**" shall mean any business strategies, designs, plans and procedures, software, tools, processes, forecasts, projections, methodologies, data, reports, agreements, intellectual property, client lists, and trade secrets of Claremont and any information, including personal information, of or relating to Claremont and its affiliates, employees, clients, customers, agents, suppliers, and licensors (including their intellectual property and other proprietary information), or other proprietary information of Claremont marked confidential or identified as confidential by Claremont at the time of disclosure to Subscriber.

4.3 Member Information. The Parties shall use and disclose all patient information only in accordance with all applicable laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**"), California Civil Code § 56 *et seq*., and any implementing regulations promulgated under those statutes, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, and any other HIPAA or HITECH amendments or implementing regulations.

4.4 Records Maintenance. Claremont will maintain confidential records regarding EAP services provided to Members for a period of seven (7) years or for a longer period otherwise required by law. All records that Claremont prepares and maintains are the sole property of Claremont, unless otherwise provided by law, and will be confidentially retained by Claremont during the term of the Contract and if the Subscriber Contract terminates or expires.

SECTION V – INDEMNITY AND INSURANCE

5.1 Indemnity. Claremont shall indemnify, defend, protect, and hold harmless Subscriber from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses,

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

arising out of Claremont's gross negligence or intentional misconduct in performing its obligations under this Contract. Subscriber agrees to assume the risk of and liability for and shall indemnify, defend, protect, and hold harmless Claremont and its officers, agents, and employees from and against any and all claims, damages, suits, judgments, liabilities, losses, court costs, and expenses arising out of the negligence or intentional misconduct by Subscriber or its employees/representatives.

5.2 Insurance. Claremont will maintain, during the term of this Contract, general liability professional malpractice insurance in the minimum amount of one million dollars ($1,000,000) per each occurrence limit and three million dollars ($3,000,000) aggregate limit. Claremont requires its contracted Providers to maintain professional liability insurance of not less than one million dollars ($1,000,000) per claim and a three million dollars ($3,000,000) aggregate limit.

SECTION VI – MISCELLANEOUS TERMS

6.1 Proposed Changes. Claremont will not propose an increase in costs or a change in Benefits without providing thirty (30) days' advanced written notice to Subscriber.

6.2 Grievances. The "800" telephone number for use by Members for filing complaints and Grievances with Claremont is 1-800-834-3773.

6.3 Hold Harmless. No Member shall be liable for any payments due from Claremont to Providers if Claremont fails to pay Providers.

6.4 COBRA. Subscriber shall notify Claremont if EAP services are to be included in Subscriber's benefit plans subject to COBRA.

6.5 Distribution of EOC. Subscriber shall distribute the EOC in Exhibit A to Members upon enrollment and annually thereafter during the term of this Contract.

6.6 Waiver and Amendment. No waiver, modification, or amendment of this Contract is valid unless in writing and duly executed by both Parties.

6.7 Assignment. Subscriber may not assign or delegate any obligations or rights under this Contract without the prior written consent of Claremont.

6.8 Successors and Assigns. Except as otherwise expressly provided in this Contract, this Contract will be binding on, and will inure to the benefit of, the successors and permitted assigns of the Parties. Nothing in this Contract is intended to confer upon any party (other than the Parties or their respective successors and permitted assigns) any rights or obligations under or by reason of this Contract, except as expressly provided in this Contract.

6.9 Governing Law. This Contract is to be interpreted under the laws of the State of California, without regard to its conflict of laws principles, and is intended to be consistent with the requirements of

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

the Knox-Keene Health Care Service Plan Act of 1975, as amended. The Plan is subject to the requirements of Chapter 2.2 of Division 2 of the Code and of Chapter 1 of Title 28 of the California Code of Regulations. The provisions of said Act will bind the parties regardless of any contrary wording in this Subscriber Contract. Any provision of the Act or Rules required to be in this Contract shall bind Claremont whether or not provided herein. Both Parties will comply with applicable laws in the performance of their obligations under this Contract.

6.10 Notices. All notices by either Party shall be to the addresses indicated below (or such other addresses as the parties may designate):

To Subscriber: Napa County
1195 3rd Street
Napa, CA 94559

To Claremont: Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614

6.11 Language Assessment. Subscriber shall complete and return Claremont's language assessment survey for Subscriber's Members within thirty (30) days of the effective date of the Contract and every three (3) years after the effective date of the Contract during the term of this Contract, in accordance with Health & Safety Code § 1367.04 and 28 C.C.R. § 1300.67.04.

6.12 Relationship of the Parties. Claremont agrees its relationship to the Subscriber during the term of this Contract is that of an independent contractor, and as such, Claremont has no right or authority to commit or otherwise obligate Subscriber or any of its affiliates to any third party in any manner. Claremont agrees that as an independent contractor, no Social Security or federal or state income tax will be deducted by Subscriber and no retirement and unemployment benefits, disability, old age, survivors, workmen's compensation, and hospital insurance or other benefits available to Members will accrue.

6.13 Anti-Discrimination. Claremont will not refuse to enter into any contract or will not cancel or decline to renew or reinstate any contract, and will not discriminate against any Member, Provider, or applicant because of race, religion, color, sex, age, marital status, handicap status, veteran status, sexual orientation, ancestry, or national origin. Claremont agrees that to the extent applicable to this Contract, Claremont will comply with all applicable provisions and requirements of Executive Order 11246, as amended by Executive Order 11375, setting forth the rules, regulations, and relevant orders of the Secretary of Labor, as well as California Statutes 12940 (Non-Discrimination in Employment), 12945 (Pregnancy Leave Non-Discrimination), and Section 504 of the Federal Rehabilitation Act of 1973 (Non-Discrimination of Handicap).

6.14 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

deemed an original and all of which together shall be deemed one and the same instrument.

6.15 Authorizations. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this Contract and that the execution, delivery, and performance of this Contract by that Party does not conflict with any other agreement to which it is a party or by which it is bound.

6.16 Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Contract, and no implication shall be drawn against any Party by virtue of the drafting of this Contract.

6.17 Recitals and Exhibits. The recitals and exhibits set forth in this Contract are made a part of the Contract by this reference.

SECTION VII – ARBITRATION

7.1 Binding Arbitration. All disputes under this Contract that cannot be resolved informally must be submitted to binding arbitration under the commercial rules of Judicial Arbitration and Mediation Services ("**JAMS**"). By signing this Contract, Subscriber agrees that neither the Subscriber nor Members will retain any right to a trial by jury or a court trial in the case. It is understood that any dispute as to professional malpractice, that is as to whether any professional services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both Parties, by entering into this Contract, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

7.2 Number of Arbitrators. For those disputes for which the total amount of damages claimed is $200,000 or less, the Parties to the dispute shall select a single arbitrator who shall have no jurisdiction to award more than $200,000.

7.3 Venue. The arbitration shall take place in Orange County, California, and judgment upon any award rendered by the arbitrator may be duly entered in any court in the State of California, having jurisdiction thereof. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.

7.4 Financial Hardship. In case of financial hardship, JAMS may determine that the Member may not be required to pay for the administrative costs of arbitration. Claremont will provide the Member, upon request, with an application for relief under this requirement. If JAMS does not grant such a request, Claremont shall, in cases of extreme hardship, assume all or a part of Member's share of those administrative costs.

[*signature page follows*]

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CLAREMONT
uprisehealth

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby execute this Contract.

Napa County ("**SUBSCRIBER**")

By:_____

Print Name: _____

Title:_____

Date:_____

CLAREMONT BEHAVIORAL SERVICES ("**CLAREMONT**")

By: Signed by: Rebika Shaw 966D00B09CF34B8...

Print Name: Rebika Shaw

Title: CEO

Date: 7/29/2026 | 1:23:20 PM PDT

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Susan B. Altman Deputy County Counsel Date: July 29, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CLAREMONT
uprisehealth

Exhibit A of EAP Services Contract

Claremont Behavioral Services

Employee Assistance Program (EAP)

Combined Evidence of Coverage and Disclosure Form

You can request an interpreter at no cost to speak with Claremont Behavioral Services EAP Plan or a counselor. To request an interpreter or ask about written information in your language, first call Claremont EAP at 1-800-834-3773.

Usted puede solicitar un interprete a no costo para hablar con Claremont Behavioral Services EAP o con un consejero. Para pedir un interprete o preguntar acerca de informacion escrita en su idioma, primero debe llamar a Claremont EAP al numero de telefono 1-800-834-3773.

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM YOUR EAP SERVICES MAY BE OBTAINED.

Your employer has chosen Claremont Behavioral Services to provide Employee Assistance Program (EAP) services ("Claremont EAP"). All EAP services covered under this Plan will be provided by Claremont EAP Providers.

Claremont EAP is a private firm specializing in employee assistance programs. Claremont EAP is **not** an insurance company.

This combined Evidence of Coverage and Disclosure Form constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage.

Any questions? Call our Contact Center at 1-800-834-3773

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Table of Contents

Welcome to Claremont Employee Assistance Program 4

Introduction to Claremont Employee Assistance Program 5

Requesting Your Confidential Medical Information 5

Organ Donation 5

Telehealth 6

Language Assistance 6

Important Terms 6

Obtaining Your EAP Benefits 9

Principal Benefits and Coverage 10

Limitations and Exclusions 10

Second Opinion 11

Choice of Providers 12

Facilities 12

Continuity of Care 12

Obtaining Emergency Services 13

Crisis Intervention 13

Independent Medical Review 13

Eligibility, Enrollment, Effective Date and Renewal Provisions 13

Eligibility 13

Enrollment 14

Effective Date of Coverage 14

Renewal Provisions 15

Supplemental Benefits 15

Confidentiality and Release of Information 17

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Anti-Discrimination Notice 17

Anti-Fraud Plan 18

Termination of Benefits 18

Individual Continuation of Benefits 19

Electing COBRA Coverage 19

Liability of Subscriber or Member for Payment 19

Co-Payment 19

Prepayment of Fees 19

Other Charges 20

Liability of Sums Owed By Claremont EAP 20

Reimbursement Provisions 20

How Claremont EAP Compensates EAP Professionals 20

Complaint, Grievance and Appeals Procedures 21

Complaint/Grievance Process 21

Member Process 21

Review by the Department of Managed Health Care 23

Public Policy Committee 23

Arbitration 24

Service Area 25

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Welcome to Claremont Employee Assistance Program

Your employer has chosen Claremont EAP to provide Employee Assistance Program ("EAP") services for you and your eligible dependents. Claremont Behavioral Services, Inc. (the "Plan") is a specialized health care service plan licensed in California under the Knox-Keene Act to provide EAP services ("Claremont EAP"). This brochure is your COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM. Your employer has entered into a contract with the Plan.

This Combined Evidence of Coverage and Disclosure Form provides you with important information on how to obtain Covered Services and the circumstances under which Benefits will be provided to you. PLEASE READ IT CAREFULLY.

Keep this publication in a safe place where you can easily refer to it when you need Covered Services.

Claremont Behavioral Services, Inc. Employee Assistance Program

2 Park Plaza, Suite 1200

Irvine, CA 92614

(800) 834-3773

Website: www.claremonteap.com

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

INTRODUCTION TO CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

Claremont EAP is a Specialized California Health Care Service Plan providing an Employee Assistance Program headquartered in Irvine, CA.

When you receive Covered Services from an EAP Provider, you will not be responsible for paying any Co-Payment. You will not make Premium payments; your employer makes Premium payments on your behalf.

If you wish to know more information about any of the issues covered in this Combined Evidence of Coverage/Disclosure Form, you may request additional information from the Plan. Also, if you have any questions or concerns about Claremont EAP, call our Contact Center at the telephone number provided below. A representative in our Contact Center will be happy to assist you.

The Plan, operating as a specialized health care service plan, will provide you an appropriately qualified and licensed behavioral health care provider, acting within the scope of EAP practice and who possesses a clinical background, including training and expertise related to the delivery of employee assistance program services.

Requesting Your Confidential Medical Information

You have a right to access your Medical Information under California law, including for services received via a telehealth provider. You also may request the form and format of communications that Claremont sends to you containing your Medical Information (as defined under Important Terms below) and/or your provider's name and address by contacting Claremont online at www.claremonteap.com/contact-us, by mail at 2 Park Plaza, Suite 1200, Irvine, CA 92614, via email at compliance@uprisehealth.com, or by telephone 800-834-3773. Claremont will comply with that request if the form and format is readily producible. Your request shall remain valid until you revoke the request or submit a new request. Claremont shall implement your request within seven (7) calendar days of receiving it electronically or within fourteen (14) calendar days of receiving it by first-class mail. Claremont will acknowledge receiving your request and let you know the status of implementing such a request.

Protecting Your Confidential Medical Information

Claremont EAP will protect your Medical Information, including Medical Information regarding Sensitive Services (which includes Gender Affirming Care and abortion services), as required by law. Claremont EAP will (i) limit access to Medical Information to only those persons or entities authorized by law to access it, and (ii) prevent disclosure of Medical Information regarding abortion services to persons and entities outside of the State of California, except as required by law. If you have any questions about your Medical Information (including information regarding Sensitive Services), how to access such information, and how Claremont EAP protects such information, you can contact Claremont at compliance@uprisehealth.com or 800-834-3773.

Organ Donation

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

California law requires Claremont EAP to notify you that each year, organ transplants save thousands of lives. Success rates are rising but there are far more potential recipients than donors. More donations are urgently needed. Organ and tissue donations may be used for transplants and medical research. Anyone age 18 or older and of sound mind can become a donor when he or she dies. Minors can become donors with parental or guardian consent. Please discuss a decision to become a donor with your family and physician. You may register as a donor by obtaining a donor card from the Department of Motor Vehicles. In California, you may also register online at: www.donatelifecalifornia.org.

Language Assistance

If you need interpreter services when you call us or when you get covered Services, please let us know. Interpreter services are available 24 hours a day, seven days a week, at no cost to you, even when a you are accompanied by a family member or friend who can provide interpretation services. For more information on the interpreter services we offer, please call our Contact Center.

Telehealth

You may receive Covered Services on an in-person basis or via telehealth from a Provider. There is no cost to you whether those Covered Services are provided to you in person or via telehealth, and there is no difference in the cost to your Employer whether those services are provided in person or via telehealth. If you are currently receiving telehealth services from a Provider, you have the option of continuing to receive that service with your current Provider so long as your Provider remains contracted with Claremont EAP to provide those services to you.

Consent to Receive Services. Before receiving telehealth counseling services, your Provider shall inform you about the use of telehealth and obtain your verbal or written consent for the use of telehealth as an acceptable mode of delivering these counseling services. Your Provider shall document your consent to receive counseling services through telehealth.

Third-Party Corporate Telehealth Services. Claremont or your Provider should ask for your primary care provider (PCP) contact information before you receive telehealth services from a third-party corporate telehealth provider[1] like BetterHelp. If you want such records shared with your PCP, you additionally need to sign an authorization that allows the third-party corporate telehealth provider to provide those counseling records to your PCP. If you do not wish for the third-party corporate telehealth provider to share your counseling records with your PCP, you may decline to provide such PCP information to Claremont and the Provider and/or decline to sign an authorization. It is your right to protect your

[1] A "third-party corporate telehealth provider" means a corporation directly contracted with Claremont that provides health care services exclusively through a telehealth technology platform and has no physical location where you can receive counseling services.

counseling records and prevent those records from being shared with your PCP. If you decline to provide your PCP information or do you not sign and return an authorization for such a disclosure, your third-party

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

corporate telehealth provider will ***not*** share your counseling records with your PCP.

Records Access. You have the right to access any records related to Covered Services you receive from a telehealth Provider, pursuant to and consistent with California Health & Safety Code Division 106, Part 1, Chapter 1, starting with Section 123100. Contact Claremont if you would like to access these records, and Claremont will assist you with the process.

IMPORTANT TERMS

The following definitions apply to this Combined Evidence of Coverage and Disclosure Form:

BENEFITS mean those Covered Services a Member is entitled to receive under the applicable Claremont EAP Specialized Health Care Service Plan Contract.

BENEFIT YEAR means each twelve (12) month prior beginning on the Effective Date until the termination of the Specialized Health Care Service Plan Contract.

COBRA means Consolidated Omnibus Budget Reconciliation Act of 1985 for continued access to health insurance coverage to be provided to Members, and their dependents, of Subscribers with 20 or more eligible Members.

COMBINED EVIDENCE OF COVERAGE/DISCLOSURE FORM (EOC/DF) means this document issued to a Subscriber/Member setting forth the coverage to which the Subscriber or Member is entitled.

COMMUNITY RESOURCES are defined as publicly available behavioral health and/or chemical dependency treatment or counseling resources. Community Resources are not included under this specialized health care plan. Claremont may refer Members to Community Resources as a supplemental benefit, but any fees for such Community Resources are not included under this specialized health plan.

CO-PAYMENT means the amount, if any specified herein, which represents the Member's portion of the cost of Covered Services. There are no Co-Payments required of any Member.

COVERED SERVICES mean those services a member is entitled to receive under the Plan.

CRISIS INTERVENTION means the process of responding to a request for immediate services in order to determine whether or not a medical-psychiatric emergency or urgent situation exists and to otherwise assess the needs for counseling or referrals to medical psychiatric services.

EFFECTIVE DATE means the actual calendar date when the Specialized Health Care Service Plan Contract becomes effective. The date is found on page 1, line 1 of the Subscriber Contract.

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient severity including severe pain such that the absence of immediate medical attention could reasonably be expected to result in placing the patient's health in serious jeopardy, serious impairment,

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

or serious bodily or psychological harm to you or others.

EMERGENCY SERVICES includes medical screening, examination and evaluation by a physician, or other appropriate Providers under the supervision of a physician to determine if an Emergency Medical Condition exists, and if it does, the care, treatments, and surgery by a physician necessary to relieve or eliminate the Emergency Medical Condition. Emergency Services also include screening examination and evaluation by an MD psychiatrist, physician, or other applicable Providers within the scope of their licenses to determine if a psychiatric medical condition exists and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition.

EMPLOYER means an organization that has contracted with the Plan to provide employee assistance services to its eligible employees and dependents and who is responsible for payment to the Plan.

EXCLUSIONS mean services that are not covered under the Plan.

FRAUD includes the deliberate submission of false information by a Provider, Subscriber, Plan Member, Plan employee or other individual or entity, to gain an undeserved payment on a claim or false information relating to the number of Members covered under the Subscriber Contract with the Plan or false information relating to making formal management referrals or deceptive practices that violate the confidentiality of the Member and demands for confidential Member information that would violate federal and state law governing confidentiality and professional codes of ethics for employee assistance program services, Providers, and mental health professionals.

GENDER AFFIRMING CARE means medically necessary health care and gender affirming mental health care that respects the gender identity of the patient, as experienced and defined by the Member, and may include, but is not limited to: (i) interventions to suppress the development of endogenous secondary sex characteristics, (ii) interventions to align the Member's appearance or physical body with the Member's gender identity, and (iii) interventions to alleviate symptoms of clinically significant distress resulting from gender dysphoria.

GRIEVANCE means a written or oral expression of dissatisfaction regarding the Plan and/or a Provider, including quality of care concerns, and shall include a complaint, dispute, and request for reconsideration or appeal made by a Member or the Member's representative. Where the Plan is unable to distinguish between a Grievance and an inquiry, it shall be considered a Grievance.

INCIDENT means a newly emergent issue or occurrence and the related causes and consequences of such issue or occurrence that disrupt the relevant Member's personal functioning, health, state of mind, and/or quality of life. Examples include, but are not limited to, marital, family or personal relationship problems, emotional concerns, and substance abuse. A single Incident may manifest itself in multiple ways or over an extended period of time. For example, clinical depression is a single Incident that might affect or arise from several facets of a Member's life, such as his or her personal, marital, and work relationships. Claremont EAP shall make the final determination of what constitutes an Incident.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

INDIVIDUALLY IDENTIFIABLE means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the Member, such as the Member's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the identity of the Member.

MEDICAL INFORMATION means any Individually Identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a Member's medical history, mental health application information, Reproductive or Sexual Health Application Information, mental or physical condition, or treatment.

MEMBER means (1) the covered employee of a Subscriber organization ("Employee Member"); (2) an Employee Member's (a) lawful spouse or domestic partner, (b) dependent child (whether natural, adopted, step, foster, or the child of a spouse or domestic partner—collectively "dependent child(ren)"), up to and including children twenty-six (26) years old and regardless of whether the dependent child resides in the Employee Member's household, but provided the dependent child resides within the approved Service Area, and (c) family member (including but not limited to: child (dependent or otherwise), spouse, domestic partner, parent, or parent-in-law) resident in the Employee Member's household. Those in category (2) above are collectively "Dependent Member(s)." (See "Eligibility" section, below.)

PLAN means Claremont Employee Assistance (EAP) Plan.

PREMIUM means the sum of money paid to the Plan that entitles the Member to receive the Covered Services provided by the Plan (Claremont Employee Assistance Program) as outlined in this Evidence of Coverage and Disclosure Form.

PROVIDER includes a clinical psychologist (Ph.D.), licensed clinical social worker (LCSW), marriage family and child therapist (LMFT) or Licensed Professional Clinical Counselor (LPCC) who provides Covered Services, including EAP assessment, referral and short-term counseling services, to Members under the Plan and who has agreed to accept negotiated rates as payment in full for services provided to Members.

REPRODUCTIVE OR SEXUAL HEALTH APPLICATION INFORMATION means information about an individual's reproductive health, menstrual cycle, fertility, pregnancy, pregnancy outcome, plans to conceive, or type of sexual activity collected by a Reproductive or Sexual Health Digital Service, including, but not limited to, information from which one can infer someone's pregnancy status, menstrual cycle, fertility, hormone levels, birth control use, sexual activity, or gender identity.

REPRODUCTIVE OR SEXUAL HEALTH DIGITAL SERVICE means a mobile-based application or internet website that collects reproductive or sexual health application information from a consumer, markets itself as facilitating reproductive or sexual health services to a consumer, and uses the information to facilitate reproductive or sexual health services to a consumer.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

SENSITIVE SERVICES means all health care services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, Gender Affirming Care, and intimate partner violence.

SERVICE AREA means the geographic area within which the Plan will provide services. The Service Area is designated by zip codes listed within this Evidence of Coverage.

SESSION means an outpatient visit with a Provider conducted on an individual/family basis during which counseling services are delivered.

SPECIALIZED HEALTH CARE SERVICE PLAN CONTRACT means a contract for health care services in a single specialized area of health care, for Subscribers or Members, or which pays for or which reimburses any part of the cost for those services, in return for a prepaid or periodic charge paid by or on behalf of the Subscribers or Members.

SUBSCRIBER means the entity that is responsible for payment to the Plan. The employer organization contracting with the Plan for EAP services is responsible for payment to the Plan.

SUBSCRIBER CONTRACT means the contract between the Subscriber and Claremont EAP for the provision of EAP Benefits to eligible employees and dependents of employees.

OBTAINING YOUR EAP BENEFITS

Please read the remainder of this Combined Evidence of Coverage and Disclosure Form to fully understand how to use your Claremont Employee Assistance Program Benefits. Here's how to get started:

1. For confidential assistance, call our toll-free EAP number 24 hours a day: 800-834-3773.
2. An Intake Counselor will take your contact information and name of the covered employee's employer, assess your situation, and use that information to find the appropriate Provider in the area close to your home or work, as you prefer it.
3. All EAP services must be authorized prior to receiving services. Our Intake Counselors will assist you in completing the prior authorization process. It is important that you provide the Intake Counselor on the telephone with some detail regarding your concerns and preferences so that the Intake Counselor can refer you to a provider with the experience to best meets your needs.
4. The maximum number of visits provided under the Subscriber Contract are authorized by the Intake Counselor at the time of the telephone call. Once services have been authorized, Claremont EAP will provide you with the name(s) of a practitioner(s) appropriate for your issue, and you can contact the practitioner directly to schedule an appointment at a time that is convenient for you. If you do not reach the practitioner right away and have not received a call back within one business day, please call our Contact Center for assistance.
5. Claremont will notify the practitioner first so your call will be expected. There are no paperwork, claim forms or fees. This is an easy, no-cost service to help address a range of personal and

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

professional issues.

6. Counseling sessions are conducted in person by the referred provider, unless other arrangements are made to the satisfaction of the Member.

PRINCIPAL EAP BENEFITS AND COVERAGE

This section summarizes the Covered Services provided to Members.

The Plan provides clinical assessment, counseling and referral for a variety of Incidents including, but not limited to:

- Marital or Relationship Difficulties
- Family and Child Problems
- Stress/Anxiety
- Depression
- Grief and Loss
- Substance Abuse
- Domestic Violence
- Job Performance Issues
- Crisis Intervention
- Communication and/or Conflict Issues

The services offered by the Claremont EAP include problem assessment and counseling. Formal medical diagnoses or ongoing treatment services are not provided. EAP services provided to you may include referring you to non-covered community resources or, if applicable, your full-service health plan for ongoing assistance. You are responsible for the payment of any cost or fees for such non-covered services.

LIMITATIONS AND EXCLUSIONS

The Covered Services you are entitled to are limited to a maximum of 6 Sessions per Incident per Benefit Year. Covered Services are also limited as follows:

1. Providers do not render services that are outside of the scope of their training, abilities, or experience.
2. Services provided by non-contracted providers are not covered, unless prior written authorization has been provided by the Plan.

Some services are not covered. Claremont EAP can help you determine if exclusions apply to you. The following services are specifically excluded:

1. Any service that has not been pre-authorized by Claremont EAP.
2. Services not listed under the section entitled “Principal EAP Benefits and Coverage” are not covered.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

3. Child custody determinations.
4. Legal action taken against Member's employer or any consultation related to employment law.
5. Aversion Therapy.
6. Biofeedback and hypnotherapy.
7. Court-ordered services, including services required as a condition of parole or probation, except to the extent the Member is otherwise entitled to services.
8. Services for remedial education, including evaluation or treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.
9. Treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.
10. Services received from a non-contracting Provider, unless prior written authorization is provided by the Plan.
11. Psychological testing.
12. Examinations and diagnostic services in connection with the following: work status, obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state, or federal government; securing insurance coverage; foreign travel or school admissions.
13. Services of a psychiatrist (M.D.), including medication management or medication consultation.
14. Prescription drugs.
15. Inpatient, Outpatient, or Residential services for behavioral health or substance abuse treatment.
16. Evaluations for emotional support animals.

SECOND OPINION

If a Member has questions about an EAP provider's assessment of their problem or the action plan developed with such provider, or if the EAP provider is unable to make an assessment, the Member may contact Claremont EAP to discuss the assessment or action plan. The Member may also contact Claremont to discuss any concerns or questions they have if their problem is not improving within an appropriate time period. The Member may contact Claremont's Intake Counselors to request a second opinion. In such cases, the Member will be referred to an appropriately qualified professional – a licensed behavioral health care provider acting within the scope of his or her practice, who has a clinical background, including training and expertise, in connection with the condition or conditions for which the Member requested a second opinion. In such circumstances, there is no cost to the Member for a second opinion.

In a case involving an imminent, serious health threat, the Member's request will be processed on an expedited basis. A second opinion will be authorized or denied within 72 hours after Claremont's receipt of the request. For additional information regarding the availability of a second opinion, the Member can call Claremont EAP's Contact Center at 800-834-3773.

If a request for a second opinion is denied, the Plan will notify the requesting Member in writing of such decision with the reasons for the denial. A Member has the right to file a Grievance with the Plan for a denial of a request for second opinion. Please see the section on "Complaint, Grievance, and Appeals

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Procedures" for information regarding submission of a Grievance to the Plan.

CHOICE OF PROVIDERS

Listed services are provided through Providers who have agreed to enter into a written contract with Claremont EAP.

- All contracting Providers are appropriately licensed professionals who function as EAP counselors within the scope of employee assistance services and shall comply with professionally recognized standards of practice and all applicable state and federal laws.
- EAP Providers may be licensed as Marriage Family and Child Therapists (LMFT), Licensed Clinical Social Workers (LCSW), Licensed Professional Clinical Counselor (LPCC) and Clinical Psychologists (Ph.D.). All perform EAP counseling within the defined scope of EAP services.

If the Plan is unable to offer the Member access to a contracted Provider within reasonable accessibility and time limits, the Plan may authorize Covered Services with a non-contracted provider. The Member must obtain prior authorization. Additionally, if there is a provider that is not currently contracted with Claremont EAP, a Member may also submit a prior authorization request to see that provider. If prior authorization is obtained, Claremont EAP will arrange for payment to the non-contracted provider – you do not need to make any payment to the non-contracted provider. If prior authorization is not obtained, you may be responsible for payment to the non-contracted provider.

Some contracting Providers are capable of conducting counseling services remotely via video. Video counseling sessions are accounted in the same way and subject to the same eligibility, limitations, and exclusions as non-video counseling. If you wish to conduct your counseling sessions via video, please tell your intake counselor so you can be referred to the appropriate Provider and provided instructions on accessing secure video services.

You do not need to make payment to a provider for any Covered Services that have been pre-authorized by Claremont EAP. Notify us if your provider attempts to collect payment for pre-authorized Covered Services or if you make any such payment to a provider by calling our Contact Center.

Please ensure that you make every effort to attend all appointments on time. In the event any Member does not show up for a scheduled appointment and has not provided at least 24 hour notice prior to the appointment, one visit will be deducted from the number of visits the Member is entitled to for that Benefit Year. This shall apply to each scheduled appointment for which a Member does not show up and does not provide at least 24 hours' prior notice. A visit will not be deducted from the number of visits the Member is entitled to if the Member is unable to give 24 hours' notice due to circumstances beyond the Member's control.

FACILITIES

You may obtain information regarding the identity and location of Provider facilities by contacting Claremont EAP by telephone at (800) 834-3773.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CONTINUITY OF CARE

1. Terminated Providers – Should the Provider, or the Plan terminate a provider contract, Members may request continuity of care for assessment and referral, or counseling services that began prior to the date of termination. The Plan will authorize and cover the completion of remaining services. The Plan will provide you written notice prior to the termination of any contracting EAP Provider. The notice will include information on how to request continuity of care.
2. New Employee – any new Member involved in a current episode of short-term counseling with a prior employee assistance program (EAP) service Provider at the time their employer terminated the prior EAP contract, may request continuity of care to continue counseling with that Provider under the former plan. Such new Member will be allowed a reasonable transition period to continue his or her course of treatment with the prior EAP service Provider. The Plan will authorize and cover the completion of the remaining services, up to the limits of the number of counseling Sessions to be provided by the Plan under the new Subscriber Contract. The Plan will not attempt to offer or cover continuity of care beyond the scope of employee assistance services and its licensed capabilities.

OBTAINING EMERGENCY SERVICES

In the event that a Member is having or believes that he/she is having a medical or psychological emergency, the Member or dependent should call 911 or go to the nearest hospital emergency room. Medical/psychiatric emergencies and services for medical emergency or other medical/psychiatric care are not Covered Services and will not be paid by the EAP.

Members are encouraged to use appropriately the “911” emergency response system, in areas where the system is established and operating, when they have, or believe they have, an emergency psychiatric or medical condition that requires an emergency response.

CRISIS INTERVENTION

Your EAP provides 24-hour telephone Crisis Intervention. The EAP will provide appropriate intervention.

Where there is no Crisis, but the Member or dependent has an urgent need to see a Provider immediately to address a serious problem or condition, the EAP will schedule the Member with a Provider who will offer an immediate appointment within an appropriate time frame.

INDEPENDENT MEDICAL REVIEW

A member may request an independent medical review in accordance with the Independent Medical Review System established under Article 5.5 of the Health and Safety Code (section 1374.30 et seq.).

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE, AND RENEWAL PROVISIONS

ELIGIBILITY

To be eligible for services under the Plan, your employer must have executed a Specialized Health Care Service Plan Contract ("Subscriber Contract") with Claremont EAP.

Your employer makes the determination of who is eligible to participate and who actually participates in the Plan. Disputes or inquiries regarding eligibility, including rights regarding renewal, reinstatement and the like may be referred by Claremont Employee Assistance Program to your employer for determination.

If an Employee Member is terminated from employment and he or she returns to active employment with Subscriber, such Member and his or her eligible dependents may again become eligible.

Dependent coverage is included in the Plan. Dependent Members are defined as follows:

1. The lawful spouse or domestic partner of the Employee Member.
2. An Employee Member's dependent child, up to and including age twenty-six (26), irrespective of the dependent child's place of residence, marital, financial, or student status, providing, however, that the dependent child resides within the approved Service Area. Dependent adopted children, stepchildren, and foster children are covered from and after the date of placement and are included in all references to an Employee Member's "child(ren)" or "dependent child(ren)."
3. Coverage will not terminate while a dependent child is and continues to be (1) incapable of self-sustaining employment by reason of physically or mentally disabling injury, illness, or condition; and (2) chiefly dependent upon the Employee Member for support and maintenance, provided the Member furnishes proof of such incapacity and dependency to Claremont Employee Assistance Program within sixty (60) days of the child attaining the limiting age set forth in paragraph 2 above, and every two (2) years thereafter, if requested by the Plan.
4. In addition to the above, Employee Members' family members (including but not limited to a child (dependent or otherwise), spouse, domestic partner, parent and parent-in-law), if residing in the Employee Member's household, are eligible for Covered Services under the Plan. Dependents are eligible for coverage on the date the Employee Member becomes eligible for coverage, or as of the date a covered Employee Member acquires such dependent.

Dependent Members, as described above, who do not reside within the Plan's approved service area are not automatically enrolled in the Plan, and the Plan is not required to provide Covered Services to Dependents who do not reside within the approved Service Area. Out-of-area Dependents seeking Covered Services may request authorization from the Plan prior to obtaining such services. Any Covered Services rendered to out-of-area Dependents which have not been pre-authorized by the Plan will not be paid for by the Plan.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

ENROLLMENT

All eligible Members who live or work within the Plan's Service Area are automatically enrolled with Claremont EAP and qualified to receive Covered Services.

EFFECTIVE DATE OF COVERAGE

The beginning of eligibility coverage is determined by the Specialized Health Care Service Plan Contract Effective Date. Subscriber employees whose employment with a Subscriber begins after the effective date of the Specialized Health Care Service Plan Contract are covered as Members as determined by the contract and the Member's Subscriber employer benefit policy.

RENEWAL PROVISIONS

Your employer (the Subscriber) and the Plan will decide the continued coverage and renewal of Benefits pursuant to the terms of the Subscriber Agreement. The Plan reserves the right to modify the provisions of this contract, including provisions relating to premiums. Any notification of termination, nonrenewal, or change in Benefits will be communicated to you by the Subscriber.

SUPPLEMENTAL BENEFITS

In addition to EAP benefits, enrollees of Claremont EAP also have access to other services. Claremont EAP will provide the services described below during normal business hours at designated office locations at the request of enrollees and upon prior authorization by Claremont EAP.

Service	Description	Amount
Legal Consultations	Provide Members with one initial telephonic or in-person 30-minute legal consultation, per issue, with a qualified legal professional. A 25% discount is available for any legal services beyond the initial consultation. Attorneys have expertise in areas such as family law, consumer issues, traffic violations and personal injury, etc.	Consultations: One (1) 30-minute legal consultation per issue. Then 25% reduction from the normal hourly rate if member retains attorney.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Financial Consultations	Members will have ongoing access to money coaches and online financial resources.	Unlimited access to money coaches and online financial resources
Childcare Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with childcare and parenting issues; provide referrals to family day care homes, infant centers, pre-schools, before/after school programs, sick/emergency care, in-home options, and care for special needs children.	Unlimited Consultations and Referrals.
Elder/Disabled Care Consultations and Referrals	Provide Members with one telephonic consultation per issue to assist with elder care and disabled adult issues; provide referrals to elder/disabled care providers and/or support services for those issues.	Unlimited Consultations and Referrals.
Pet Care Referrals	Provide Members with one telephonic consultation per issue; provide referrals to vets, animal hospitals, pet services, groomers/boarders, transportation services, pet insurance, and obedience classes for their pets; provide educational materials including tip sheets and checklists also provided.	Unlimited Consultations and Referrals.
Adoption Assistance	Provide Members with telephonic consultations about adoption options and the adoption process; provide referrals to public and private adoption agencies, adoption support organizations, single parent adoptions, adopting special needs children, step-parent adoptions, and international adoptions; provide educational materials including tip sheets and resource listings.	Unlimited Consultations and Referrals.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

School and College Selection Assistance	Provide Members with telephonic consultations about school and college selection issues; provide referrals to elementary and secondary public/private schools and after school programs, state/private colleges and universities, test preparation courses, financial aid, educational consultants; provide educational materials including College Guidebook, SAT information, tip sheets, checklists, and resource listings.	Unlimited Consultations and Referrals.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Community Resources Referrals	Provide referrals for Members to available Community Resources for assistance with personal- or work-related issues affecting the quality of life of the Member requesting the referral (e.g., substance abuse programs, domestic violence support groups).	Unlimited Consultations and Referrals.
Convenience Referrals	Provide referrals for Members to available daily living services such as home repair, errand services, travel, entertainment and apartment locator services.	Unlimited Consultations and Referrals.
Wellness Referrals	Provide help with physician searches, medical support groups, fitness centers, diet & nutrition resources, alternative medicine and other resources	Unlimited Consultations and Referrals.

CONFIDENTIALITY AND RELEASE OF INFORMATION

The Plan will maintain the confidentiality of all Member EAP records except to the extent that disclosure is authorized by the Member in writing or is otherwise mandated or allowed by federal and state law. Please see Claremont's Notice of Privacy Practices for a complete list of permitted disclosures. All EAP case records are maintained in compliance with all federal and state laws protecting the confidentiality and security of EAP records. The Plan maintains a comprehensive standard procedure on the confidentiality of case records that prescribes how Member case records are to be maintained.

Confidential information is maintained in accordance with the Federal Health Insurance Portability & Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH").

A STATEMENT DESCRIBING CLAREMONT'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST. You may request a paper copy of this Notice at any time by contacting the Plan at 800-834-3773. The Plan's Notice of Privacy Practices is also available on the Plan's Member website at www.claremonteap.com.

ANTI-DISCRIMINATION NOTICE

The Plan will not cancel, decline to renew, or decline to reinstate any Subscriber Contract, or refuse to enroll, accept, or renew any person as a Member, on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, or disability of any contracting party, prospective

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

contracting party, or person reasonably expected to benefit from that contract as a Subscriber, Member, dependent, or otherwise.

ANTI-FRAUD PLAN

The Plan has established an Anti-Fraud Plan to identify and reduce the risk and potential costs to the Plan, and to protect its EAP Providers, Subscriber organizations and their Members, in the delivery of employee assistance services through the timely detection, investigation, and prosecution of suspected Fraudulent activities.

Subscribers and their Members should file a report of suspected or alleged fraudulent activities to Claremont EAP. The filing of any report will be treated confidentially and should be filed with the Plan's Vice President of Operations, who can be contacted by mail at 2 Park Plaza, Suite 1200, Irvine, CA 92614 or by telephone at 800-834-3773.

Any report of suspected or alleged fraudulent activities will be immediately investigated with strict confidentiality.

TERMINATION OF BENEFITS

In most cases, your coverage will end when the contract between your employer (Subscriber) and Claremont EAP is terminated. There are also some circumstances when your coverage may end even though the Plan's contract with your employer remains in effect, for example, when you are no longer eligible to receive EAP Benefits as a Member (employee or dependent), or the Plan no longer wants to provide services to you because of your conduct as described below.

Your coverage cannot be cancelled or not renewed because of your health status or your use of EAP services. If you believe this has happened you may send us a written complaint to the attention of the Contact Center as described in the "Complaint, Grievance, and Appeals Procedure" section of this Evidence of Coverage/Disclosure Form, or online at www.claremonteap.com, or by calling 800-834-3773. You may also request a review by the Director of the California Department of Managed Health Care.

1. ***Termination by your employer (Subscriber) –*** Subscriber shall have the option to terminate this contract for cause upon thirty (30) days written notice to the Plan.

2. ***Termination by the Plan of contract with Subscriber for non-payment –*** If your employer (Subscriber) fails to pay our fees, the Plan may terminate the Subscriber Contract for non-payment. The Plan will first give your employer thirty (30) days' notice of our intent to terminate the Subscriber Contract for non-payment. If payment is not received within those thirty (30) days, we will terminate the contract, wherein your employer will furnish you notice of the termination. Ongoing treatment will not be interrupted due to non-payment or contract termination.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

3. ***Termination of coverage based on your conduct*** **–** The Plan reserves the right to cancel your coverage for Fraud or deception in the use of EAP services. "Fraud" includes knowingly making, or causing, or permitting to be caused false statements in order for you or another person to obtain EAP services to which you or the other person is not entitled. "Fraud" also includes any act that constitutes Fraud under applicable federal or state law. Cancellation is effective thirty (30) days after receipt of notice of cancellation.

If a Member believes the contract for EAP services has been or will be improperly cancelled or not renewed, the Member may request a review by the Plan or the Director of the Department of Managed Health Care pursuant to Section 1368 of the California Health and Safety Code.

The Plan does not engage in retroactive termination, and as a Member (employee or eligible family member) under your employer's Subscriber Contract, you will not be held retroactively responsible for any services provided to you by the Plan.

INDIVIDUAL CONTINUATION OF BENEFITS

ELECTING COBRA COVERAGE

Your employer is responsible for providing you notice of your right to receive continuing coverage under COBRA. Your employer is responsible for notifying the Plan of the duration of your eligibility.

If you terminate your employment with the Subscriber, you may elect to continue your EAP benefit through your employer under COBRA to continue receiving Benefits and Covered Services pursuant to the Subscriber Contract and this Combined Evidence of Coverage and Disclosure Form.

You must notify your employer that you elect to continue the EAP benefit. Your employer will include your name on a list of employees who have selected the EAP benefit under COBRA and will provide the Plan this updated list on a regular basis. If you elect to continue this benefit, you will be responsible for the premium payment. Your employer will provide you information on the monthly premium due for your continued coverage and the process for remitting payment through the employer. You will not be responsible for filing a claim for EAP services under COBRA.

LIABILITY OF SUBSCRIBER OR MEMBER FOR PAYMENT

CO-PAYMENT

There are no Co-Payments due or payable by Members. All Covered Services are paid for by the Plan.

PREPAYMENT OF FEES

Your employer is paying the monthly Premium for your EAP services. Neither you nor your dependents have any responsibility for payment of any Premiums or Co-Payments for EAP services provided to you under the Plan. All EAP services are 100% paid for by your employer under the Subscriber Contract it

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

maintains with the Plan. Under the terms of the Subscriber Contract, Members are required to access all EAP services through the Plan's EAP nationwide toll-free number, 800-834-3773, available to Members 24 hours/day, 7 days/week. You do not need to make payment to a provider for Covered Services that have been pre-authorized by Claremont EAP.

OTHER CHARGES

For services approved by Claremont, there are no copayments, coinsurance, or deductible requirements. However, if you continue to seek services after exhausting the approved number of Provider visits, you may be responsible for charges for such services.

LIABILITY FOR SUMS OWED BY CLAREMONT EMPLOYEE ASSISTANCE PROGRAM

California law requires that every contract between a Plan and a Provider must contain a provision that prohibits the Plan from holding you financially responsible for sums owed to a Provider by the Plan. In the event the Plan fails to pay a Provider for Covered Services, you will not be liable to that Provider for the amount owed by the Plan. In the event the Plan fails to pay a non-contracted provider, the Member may be liable to the non-contracted provider for the cost of services.

REIMBURSEMENT PROVISIONS

In the event you render payment to a Provider in exchange for provision of pre-authorized Covered Services, the Plan will reimburse you to the extent of such payment. If you believe you have improperly rendered payment for Covered Services, contact Claremont in accordance with the Grievance policy detailed below.

HOW CLAREMONT EAP COMPENSATES EAP PROVIDERS

The Plan will pay each of the contracting EAP Providers directly for Covered Services on a negotiated fee-for-service basis.

Claremont EAP does not pay financial bonuses or other incentives to the Plan Providers. Should you wish to know more about these issues, please call our Contact Center at 800-834-3773.

Providers are allowed to self-refer for continuing services beyond the scope of EAP services in specific situations in which the clinical need is best served by the Member remaining with the Provider for ongoing treatment services. In such cases, you will be responsible for payment and the Plan will not pay for services.

COMPLAINT, GRIEVANCE, AND APPEALS PROCEDURES

COMPLAINT/GRIEVANCE PROCESS

Claremont Employee Assistance Program has established a Grievance process for receiving and resolving Member complaints. If you experience any problem with services delivered through Claremont EAP, call

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

the Contact Center at 800-834-3773. You may also submit a complaint or grievance online at www.claremonteap.com, or by mailing notice of your grievance to:

Claremont Behavioral Services, Inc. Employee Assistance Program
Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

The Clinical Director reviews any complaint involving care that has been received or denied.

A Grievance may be filed within 180 calendar days following any incident or action that is the subject of dissatisfaction.

The Plan will acknowledge in writing receipt of the Grievance within five (5) calendar days and will provide written resolution of the Grievance within thirty (30) calendar days of receipt.

If a Grievance requires urgent attention, the Plan shall expedite its review of the Grievance to be resolved no less than three calendar days of receipt of the Grievance.

Claremont EAP is committed to customer satisfaction as a key indicator of quality. Members and Providers have the right to file complaints and grievances and to attain resolution to their concerns promptly and appropriately.

A complaint is the same as a Grievance. A Grievance means a written or oral expression of dissatisfaction regarding the Plan and/or Provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a Member or Member's representative.

You may file a complaint by phone, in writing, or online at www.claremonteap.com/contactus. Our toll-free number is 800-834-3773 or address your correspondence to:

Claremont Behavioral Services, Inc. Employee Assistance Program
Attention: Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

Neither the Plan nor any of its participating Providers will discriminate against a Member based on the filing of a Grievance. If you believe that you have been discriminated against due to your filing a Grievance, please notify us by calling the Contact Center at 800-834-3773.

MEMBER PROCESS

Our Grievance policies and procedures have been developed to address Member complaints, quality of care and service issues, and appeals. Claremont EAP's grievance procedures will be communicated to all Members at the time of membership and annually thereafter, by way of Claremont EAP's Combined

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

Evidence of Coverage and Disclosure Form. The Grievance process, a printable Grievance form, and instructions for submitting Grievances online are described and available on Claremont EAP's website at www.claremonteap.com/contactus, or by calling 800-834-3773, or by writing sent to the following address:

Claremont Behavioral Services, Inc. Employee Assistance Program
Contact Center
2 Park Plaza, Suite 1200
Irvine, CA 92614

There are two categories of Member complaints. A non-clinical complaint expresses dissatisfactions that do not have a clinical component, including but not limited to interaction with staff or Provider, etc. Clinical complaints are directly related to the appropriateness of medical care, such as quality of care. All Grievances are acknowledged in writing within 5 calendar days of receipt and are handled in a manner to allow closure within 30 calendar days. Urgent Grievances involving an imminent and serious threat to the health of the patient, including but not limited to severe pain, potential loss of life, limb, or major bodily function, shall be handled on an expedited basis. In such cases, the Plan shall immediately notify the Member of the right to contact the Department regarding the grievance. The Plan will provide a written statement to the Member and the Department of Managed Health Care on the disposition or pending status of the urgent grievance within 3 calendar days of the receipt of the grievance by the Plan.

All borderline inquiries that may be complaints are treated as complaints. All quality-of-care Grievances are brought to the attention of the Clinical Director within 24 hours of receipt. A Grievance may be initiated by telephone, online, or in writing.

The Grievance system shall address the linguistic and cultural needs of its Member population. Assistance for those with limited English proficiency will be provided upon request.

The Clinical Director has responsibility for documenting Member concerns, for pursuing the resolution of issues, and for maintaining the tabulated records of the complaints. Data is aggregated monthly and reviewed by the Clinical Director and the Vice President of Operations.

After researching the issues, the Clinical Director communicates Claremont EAP's decisions to Members.

1. Claremont EAP provides Members with written responses including a clear and concise explanation of the reasons for Claremont EAP's decision.
2. In cases of delay, denial, or modification of services, the criteria used and the clinical reasons are presented to the Member.
3. If Claremont issues a decision delaying, denying, or modifying health care services based on a finding that the proposed health care services are not a covered benefit under the contract that applies to the Member, the decision shall clearly specify the provisions in the contract that exclude that coverage.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

With the assistance of Claremont EAP management, and in the case of quality-of-care issues, with the guidance of the Clinical Director, Member concerns will be resolved expeditiously. All levels of resolution or appeal will be completed within thirty (30) calendar days of the Plan's receipt of the Grievance.

ARBITRATION

All Grievances that are not resolved in the above manner shall be brought to binding arbitration. Arbitration is a way to solve disputes without filing a formal lawsuit or going to court. This is disclosed to Members and Providers in the Evidence of Coverage and Disclosure Form. These second level appeals of Claremont EAP decisions are brought to the immediate attention of the Board of Directors. Claremont EAP shall cooperate in the resolution of appeals within the commercial rules of Judicial Arbitration and Mediation Services, Inc. (JAMS), and the Member's fees will be waived in the case of financial hardship, as may be determined by the JAMS. Arbitration may be initiated by following the directions on JAMS website www.jamsadr.com.

All disputes arising under the Subscriber Contract that applies to the Member, including cases of alleged medical malpractice, will be resolved through neutral arbitration and neither the Subscriber nor Member will retain any right to a trial by jury or a court trial in the case.

It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to the Subscriber Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

REVIEW BY THE DEPARTMENT OF MANAGED HEALTH CARE

The California Department of Managed Health Care is responsible for regulating health care services plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-834-3773** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-466-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's internet website **www.dmhc.ca.gov** has complaint forms, IMR application forms, and instructions online.

PUBLIC POLICY COMMITTEE

The Plan has established a Public Policy Committee, with the majority of the committee members being Plan Members from the Subscriber groups who contract for the Plan's EAP services. This committee meets at least quarterly and assists the Plan in establishing its public policy relating to services provided by the Plan, its Members, and contract Providers, to assure the comfort, dignity, and convenience of Members seeking EAP services for themselves, their families, and the public. Committee members shall have access to information from the Plan regarding public policy, including financial information and information about the specific nature and volume of complaints received by the Plan and their disposition.

In selection of Members, Claremont shall consider the makeup of its Member population, including but not limited to factors such as ethnic extraction, demography, occupation, and geography, as well as identifiable and individual group participation. Any such selection shall be conducted on a fair and reasonable basis. This does not require the Plan to maintain supporting statistical data.

If you are interested in becoming a member of the Public Policy Committee and would like more information, please call us at 800-834-3773.

SERVICE AREA

The Claremont Behavioral Services, Inc. service area includes all 58 counties within the state of California.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CLAREMONT
uprisehealth

Exhibit B of EAP Services Contract

Services for Employers and Managers

Claremont will provide the following services during normal business hours, at the request of Managers and upon prior authorization by Claremont.

Service	Description	Amount
Employee Orientations	Provide virtual 15–30-minute orientation sessions for Employees for the purpose of educating such Employees regarding health, wellness, and work-related topics. Additional orientation materials are made available on-line.	Virtual sessions for employees available upon request.
Manager Orientations	Provide virtual, one-hour, training sessions for Managers to introduce them to the assistance and consultative aspects of the EAP. Additional orientation materials are made available on-line.	Virtual sessions for managers available upon request.
Critical Incident Stress Debriefing (CISD) Services	Provide onsite or virtual clinical counseling services at any one site on any one day with a trained specialist to respond to emergency situations such as an act of violence, death of a co-worker, robbery, or a natural disaster.	Bank of 20 hours annually for CISD services. Any hours exceeding the bank of hours are charged as Fee for Service: • Standard Response Next Day: $450 per hour (2 hr. min) • Same Day Response Outside of 2.0 hours: $500 per hour (2 hr. min) • Immediate Response Within 2 hours: $600 per hour (2 hr. min) • Additional fees may apply for cancellations, bilingual counselors and remote locations (travel).
Management / HR Consultations	Provide telephonic consultations with Claremont staff to Managers regarding Employees with personal- and/or work-related problems that affect Employee productivity.	Unlimited Consultations.
Virtual/Onsite Seminars	Provide on-site or virtual video seminars on various health and wellness subjects.	Bank of 20 hours annually for CISD services. Any hours exceeding the bank of hours are charged as Fee for Service: Virtual or In Person: $325 per hour
Health Fairs	Provide information about the EAP, virtually at any one Employer-sponsored Health Fair, on any one-day.	Virtual support requires minimum of 3 weeks' notice. In person attendance is fee for service: $200 for the first hour, $65 for

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

		additional hours, plus mileage/tolls, parking, etc. Digital materials included. Printed/shipped materials and giveaways fee for service at the time of order.
Utilization Reports	Client Reporting Dashboard for utilization reports detailing utilization data and general observations and recommendations to Employer. Reports do not identify specific individuals accessing the program (under confidentiality laws).	Access can be provided to client contacts upon request
Claremont Personal Advantage Website	Access to Claremont Personal Advantage website for Articles, Resources, Videos and Assessments about Health/Wellness, Legal/Financial, Webinars, Emotional Well-Being & Balanced Life.	Included.
Promotional Materials	Provide digital program communication materials such as flyers and newsletters.	Printed program materials can be ordered and shipped fee for service (print and ship fees priced at time of request)
Digital Mental Health Services	Access to the Platform for Members. "Platform" means the features of the Plan's web-based software platform and mobile applications that are listed below (including any modification, release or substitute as may be provided to from time to time): a. Navigation platform and digital library b. Evidenced-based clinical assessment that generates a personal well-being and stress score c. Self-direct CBT courses d. Engagement messages and material (digital) e. Individuals track their own progress f. 8 Coaching Sessions per year	Included.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CLAREMONT
uprisehealth

Exhibit C of EAP Services Contract

BUSINESS ASSOCIATE AGREEMENT BETWEEN CLAREMONT EAP AND NAPA COUNTY

This Business Associate Agreement ("BAA") is entered into by and between **Claremont Behavioral Services, Inc., dba Claremont EAP** ("Claremont") and Napa County ("Covered Entity") and is effective as of July 1, 2026 (the "BAA Effective Date"). Claremont EAP and Covered Entity may be referred to individually as a "Party" or, collectively, as the "Parties" in this BAA.

RECITALS

A. The Parties have entered into, and may in the future enter into, one or more written service agreements pursuant to which Claremont EAP provides services to Covered Entity (together, the "Underlying Agreement"), and Covered Entity wishes to disclose certain information to Claremont EAP pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. Covered Entity and Claremont EAP intend to protect the privacy and provide for the security of PHI disclosed to Claremont EAP pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule").

C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

1. Definitions.

a. Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.

b. "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

c. "Designated Record Set" shall have the same meaning given to such term in 45 C.F.R. § 164.501.

d. "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Claremont EAP creates, receives, maintains or transmits from or on behalf of Covered Entity.

e. "Individual" shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

g. "Protected Health Information" or "PHI" shall have the same meaning given to such term in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Claremont EAP from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning given to such term in 45 C.F.R. § 164.103.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. "Security Incident" shall have the same meaning given to such term in 45 C.F.R. § 164.304.

k. "Security Rule" shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

l. "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Claremont EAP may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. To the extent Claremont EAP is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Claremont EAP shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

b. Permitted Uses of PHI by Claremont EAP. Except as otherwise limited in this BAA, Claremont EAP may use PHI for the proper management and administration of Claremont EAP or to carry out the legal responsibilities of Claremont EAP.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

c. Permitted Disclosures of PHI by Claremont EAP. Except as otherwise limited in this BAA, Claremont EAP may disclose PHI for the proper management and administration of Claremont EAP, provided that the disclosures are Required by Law, or Claremont EAP obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Claremont EAP pursuant to this BAA), and that the person agrees to notify Claremont EAP of any instances of which it is aware in which the confidentiality of the information has been breached. Claremont EAP may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j).

d. Data Aggregation. Except as otherwise limited in this BAA, Claremont EAP may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.

e. De-identified Data. Claremont EAP may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

3. Obligations of Claremont EAP.

a. Appropriate Safeguards. Claremont EAP shall use appropriate safeguards and shall comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.

b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Claremont EAP shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section 3(b) constitutes notice by Claremont EAP to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Claremont EAP shall be provided only upon written request from Covered Entity. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Claremont EAP' firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Claremont EAP' notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Claremont EAP to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404(c).

c. Claremont EAP' Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Claremont EAP shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Claremont EAP for

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Claremont EAP with respect to such PHI.

d. Access to PHI. To the extent Claremont EAP has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Claremont EAP' receipt of a written request from Covered Entity; provided, however, that Claremont EAP is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524, or inquires about his or her right to access directly to Claremont EAP, Claremont EAP shall direct the Individual to Covered Entity.

e. Amendment of PHI. To the extent Claremont EAP has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Claremont EAP' receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Claremont EAP, or inquires about his or her right to amendment, Claremont EAP shall direct the Individual to Covered Entity.

f. Documentation of Disclosures. Claremont EAP agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Claremont EAP shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

g. Accounting of Disclosures. Claremont EAP agrees to provide to Covered Entity, within thirty (30) days of Claremont EAP' receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Claremont EAP, or inquires about his or her right to an accounting of disclosures of PHI, Claremont EAP shall direct the Individual to Covered Entity.

h. Governmental Access to Records. Claremont EAP shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Claremont EAP on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Mitigation. To the extent practicable, Claremont EAP will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Claremont EAP of a use or disclosure of PHI that is not permitted by this BAA.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

j. Minimum Necessary. Claremont EAP shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

k. Compliance with Laws. Claremont EAP shall comply with all applicable state and federal privacy and security laws governing PHI, including but not limited to HIPAA and the HITECH Act, as such may be amended from time to time.

l. Substance Use Disorder Patient Records/Qualified Service Organization Agreement. Claremont EAP acknowledges that "patient identifying information" (as defined at 42 C.F.R. § 2.11) subject to 42 C.F.R. Part 2, regarding the confidentiality of substance use disorder patent records (the "Part 2 Rule") may be disclosed by or on behalf of Covered Entity to Claremont EAP under the terms of this BAA ("Patient Identifying Information"). In such instances, Claremont EAP shall: (a) comply with the requirements of the Part 2 Rule with respect to Patient Identifying Information; (b) implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information; (c) report to Covered Entity any unauthorized use, disclosure, or breach of Patient Identifying Information; and (d) refrain from redisclosing Patient Identifying Information to any person or entity other than to Covered Entity or to an agent or subcontractor as necessary for Claremont EAP to provide services to Covered Entity pursuant to the Underlying Agreement, where such agent or subcontractor is subject to restrictions substantially similar to those set forth in this Section. The Parties acknowledge that this Section constitutes notice by Covered Entity to Claremont EAP that "42 CFR part 2 prohibits unauthorized disclosure of these records," with respect to Patient Identifying Information, as such notice is required under 42 C.F.R. §§ 2.32(a) and 2.33(c). To the extent relevant, this BAA shall be considered a Qualified Service Organization Agreement as required by 42 C.F.R. Part 2.

4. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Claremont EAP of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Claremont EAP of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Claremont EAP with PHI.

c. Notification of Restrictions to the Use or Disclosure of PHI. Covered Entity shall notify Claremont EAP of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Claremont EAP' use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Claremont EAP reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Claremont EAP' ability to perform its

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Claremont EAP' obligations under such agreements.

d. Permissible Requests by Covered Entity. Covered Entity shall not request Claremont EAP to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Claremont EAP, or created or received by Claremont EAP on behalf of Covered Entity, is cleared or returned to Covered Entity or, if it is infeasible to return or clear PHI, protections are extended to such information, in accordance with Section 5(c).

b. Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, those portions of the Underlying Agreement that involve the disclosure of PHI to Business Associate, or if non-severable, the Underlying Agreement, if cure is not possible.

c. Effect of Termination.

i. Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Claremont EAP shall return or destroy all PHI received from Covered Entity, or created or received by Claremont EAP on behalf of Covered Entity, and shall retain no copies of the PHI.

ii. If, based upon a reasonable determination by Claremont EAP, it is infeasible for Claremont EAP to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, Claremont EAP shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Claremont EAP maintains such PHI.

iii. For purposes of this Section 5(c), "destroy" or "destruction" shall be satisfied by "sanitization" performed in accordance with NIST Special Publication 800-88 Revision 1. All storage media used by Claremont EAP for storage of PHI shall be sanitized in such manner upon decommissioning at the end of useful life, and no such media subject to such sanitization shall leave the possession of Claremont EAP until such sanitization occurs.

6. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

7. Indemnification. The Parties acknowledge and agree that the Underlying Agreement shall set forth the Parties' respective indemnification obligations, including with respect to any and all losses, damages, deficiencies, judgments, settlements, interest, awards, penalties, fines, or other costs or expenses (including reasonable attorneys' fees) resulting from any claim, action, demand, lawsuit, arbitration, inquiry, proceeding, notices of violation, citation or investigation of any nature, including civil, criminal, administrative, regulatory or otherwise, whether at law, in equity, or otherwise, of a third party with respect to the subject matter of, or otherwise in connection with, this BAA.

8. Survival. The respective rights and obligations of Claremont EAP under Section 5(c), Section 6, Section 7, and the statute of limitations in Section 10 of this BAA shall survive the termination of this BAA and the Underlying Agreement.

9. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control with respect to protected health information. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Claremont EAP or Covered Entity, such rule or interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Claremont EAP or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

10. General. This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Underlying Agreement. Any action relating to this BAA must be commenced within (1) one year after the date upon which the cause of action accrued. Covered Entity shall not assign this BAA without the prior written consent of Claremont EAP, which shall not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the signature block below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Claremont EAP. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

Signature page follows

Docusign Envelope ID: 91370309-6D28-8196-81FF-0336D42567EA

CLAREMONT
upriseHealth

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY

Napa County

Address: Napa County
1195 3rd Street
Napa, CA 94559

By: _____

Print Name: _____

Title: _____

Date: _____

CLAREMONT EAP

Integrated Behavioral Health, Inc., d/b/a Claremont EAP

Address: Integrated Behavioral Health, Inc., d/b/a Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614
Attention: Compliance

By: Signed by: Rebika Shaw 966D00B09CF34B8... _____

Print Name: Rebika Shaw

Title: CEO

Date: 7/29/2026 | 1:23:20 PM PDT

Notice to:
Claremont EAP
2 Park Plaza, Suite 1200
Irvine, CA 92614
Attention: Legal Department

APPROVED AS TO FORM
Office of County Counsel

By: Susan B. Altman
Deputy County Counsel

Date: July 29, 2026

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date:
Processed By:

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By:

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1253

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Agreement with Redwood Toxicology Laboratory, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 270058B with Redwood Toxicology Laboratory for a term through June 30, 2027 for a maximum compensation of $56,500 to provide drug screening services for adults and juveniles on probation/formal supervision. (Fiscal Impact: $56,500 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Redwood Toxicology Laboratory provides urine and saliva testing to determine the presence of amphetamines, opiates, barbiturates, cocaine, benzodiazepines, creatinine, alcohol, tetrahydrocannabinol (THC), and other controlled substances. At the request of the Probation Officer, the vendor also tests for additional substances beyond the standard panel, with results typically provided within 48 hours. Redwood Toxicology supplies all necessary materials, including forms, specimen labels, collection containers, and security seals. These testing services support Probation Officers in monitoring compliance with the terms and conditions of probation/formal supervision and help ensure accountability.

Requested Action:

Approve and authorize Agreement No. 270058B for the term from July 1, 2026 through June 30, 2027 with a contract maximum of $56,500.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The selection of the vendor is discretionary however; the services are required to meet the terms and conditions of court orders.
Is the general fund affected?	Yes
Future fiscal impact:	The term is for the current fiscal year.
Consequences if not approved:	The Probation Department will not be able to provide court-ordered drug and alcohol testing for adults and juveniles on formal supervision.
Additional Information	County Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

NAPA COUNTY AGREEMENT NO. 270058B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Redwood Toxicology Laboratory, INC., whose address is P.O. Box 5680, Santa Rosa, CA 95402, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide drug screening services for adult and juvenile probationers of County's Probation Department.

B. Consultant was selected to provide professional services without a competitive process due to the exigent circumstances of the specialized nature of their drug testing.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from

County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars ($5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30th, 2027 unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Either Party may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to the other Party. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications,

reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FIFTY-FIVE THOUSAND DOLLARS ($55,000) for professional services and ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Staff Services Manager who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless and Limitation of Liability. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of

County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Consultant's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following applicable and mandatory policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall maintain records directly related to its performance under this Agreement in accordance with generally accepted accounting principles for a period of three (3) years following final payment. Upon reasonable prior written notice, County may audit such records solely to verify charges under this Agreement, no more than once in any twelve (12) month period, during Consultant's normal business hours, and at County's expense. Any audit shall be conducted off-site unless otherwise agreed. Consultant shall have the right to review and contest audit findings prior to any repayment obligation. Consultant shall not be required to reimburse any costs, penalties, or fees except to the extent finally determined to be due as a result of Consultant's material breach of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	CONSULTANT
Napa County Probation Department Probation Administrative Manager 212 Walnut Street Napa, CA 94559	Contracts Dept/Kristin Champion Redwood Toxicology Laboratory, Inc. 3650 Westwind Boulevard Santa Rosa, CA 95403

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to

direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval, which shall not be unreasonably withheld. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

REDWOOD TOXICOLOGY LABORATORY, INC.

DocuSigned by:
By Mary Tardel July 23, 2026 | 9:36:49 PM CDT
D43702611A5146C...
MARY TARDEL
General Manager, Government Services

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Doug Parker (via e-sign)*
Deputy County Counsel

Date: July 8, 2026

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide County with the following services:

I. Description of Services

A. Testing Services. Consultant shall perform urine drug screen tests on specimens delivered to Consultant by County's Probation department at Consultant's place of business in Santa Rosa. Turnaround time for results varies by test and method. Timely receipt of the specimen at the lab may be impacted by weather or postal/courier service delays. Turnaround time may be delayed if Consultant is in receipt of a specimen that shows signs of tampering or has illegible writing on the chain of custody or label.

1. Basic Testing. Unless otherwise requested and agreed to by Consultant, each sample shall be tested for the presence of amphetamines, methamphetamines, opiates, barbiturates, cocaine, benzodiazepines, creatinine, alcohol, THC, Fentanyl, and specific gravity. Results shall be reported by level for alcohol and THC, subject to thresholds routinely established by Consultant. Results for other substances shall be reported as positive or negative.
2. Oral Testing. Substances tested with oral testing devices are as follows: opiates, cocaine, THC, and methamphetamines. Results for oral testing shall be reported as positive or negative.
3. Additional Testing. The County may request, and Consultant may test for, substances in addition to the routine panel specified above if they are substances which Consultant is equipped to routinely screen by its Hitachi analyzers. Any such request shall be clearly indicated on the documentation accompanying the sample. Results for additional testing shall be reported with standard protocols.
4. GC-MS, LC-MS/MS Confirmation. In accordance with its regular protocols, Consultant shall conduct confirmation testing for any positive results
5. Steroid Testing. (Comprehensive Steroid Panel / Diuretic Panel)
6. EtG Alcohol Testing.
7. Oral Fluid Mobile Test System. A handheld oral fluid screening testing device. This analyzer can detect up to seven (7) drug classes within five (5) minutes from a single oral fluid collection sample.
8. Consultant shall retain positive specimens for three (3) months.

B. Designation of Specimens and Communication of Test Results. Two divisions within County's Probation Department will be submitting samples to Consultant for testing under this Agreement. These are the Adult Division and the Juvenile Division. The requisition form accompanying each specimen shall clearly designate the Division submitting the specimen by use of an account number. Consultant shall provide the results of testing via ToxAccess for both Adult and Juvenile Divisions.

C. Transmittal of Samples. County shall transmit samples to Consultant by courier, by means of the US Postal Service, or, if six or more samples are being transmitted together, by FedEx. Consultant shall pay shipping costs for samples transmitted by the US Postal Service or by FedEx.

D. Supplies. Consultant shall provide County with the following supplies: testing requisition forms, specimen labels, urine specimen bottles, chain of custody and security seals, and prepaid mailing boxes and FedEx pouches. These supplies shall be promptly replenished as needed. All items shipped, FOB Shipping Point.

E. Expert Witness Fees. Consultant shall provide County with court representation/testimony at no cost up to two representations per fiscal year. Additional representation/testimony shall be provided for the additional fee and expense reimbursement set forth in Exhibit B. Consultant must obtain prior approval from the County for travel requiring airfare or hotel stays.

F. Maintenance of Licensure/Certifications. During the term of this Agreement, Consultant shall maintain and keep current the following licenses and certificates, providing County with written proof of such current licensure and/or certification upon request from County's Chief Probation Officer or their designee:

(2) Controlled Substance Registration Certificate issued by the United States Drug Enforcement Administration; and

(3) Certificate of Proficiency issued by the American Association of Bioanalysts.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

I. BASIC SERVICES

A. County shall compensate Consultant for each test and device as described in *Section I (A)* of Exhibit "A," as follows:

TEST CODE/PART NUMBER	DESCRIPTION/CONFIGURATION	PRICE
9501	Oral Testing NIDA 5 w/ THC Panel	$20.00 per specimen
2101001	Oral Fluids Capture Device	$3.00 each
01 102 2001	EZ Cup II 4 COC/mAMP/THC/OPI CLIA Waived	$3.20 per device $80.00 per box (25/box)
	Adulteration Testing Device (25 per container)	$25.00 per container
01 102 2208	ICUP13 ETG500/FEN20/TRAM200/AMP1000/BUP10/BZ O300/COC300/MET1000/MDMA500/MTD300/OP I300/OXY100/THC50 FUO	$ 4.75 per device
ABTFTYF11401A	PANEL DIP 01 FENTANYL 20 - *For Forensic Use Only***	$2.00 per device $50.00 per box (25/box)

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	One Drug Standard Urine Lab Panel - Screen Only	$8.60
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	$18.00
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	$22.00
5292	Buprenorphine Urine Confirmation	$22.80
647	EtG Alcohol Tests	$11.70
6473	Synthetic Marijuana (K2, Spice)	$42.50
472	THC Semi-Quantitative (marijuana)	$6.40
098	Oxycodone/Oxycontin (price when ordered without a lab panel	$6.40
2101	Urine Fentanyl Screen (May be requested individually or added to a panel).	$8.60 per specimen
5504	Urine Fentanyl Confirmation Panel (detects 11 fentanyl and fentanyl-like drugs in urine, including dangerous analogs like Acryl fentanyl and Furanyl fentanyl)	$35.00
TOX400SFUO TOX500SFUO	SoToxa oral fluid test system – includes Durable carry case, SoToxa Analyzer, Portable Printer, Set of QC cartridges and all power supply	$3,800
TOX425FUO	SoToxa 7 Panel Test Cartridge – 25 per box (Amp, Benzo, COC, Methamp, THC, Opi, Fentanyl)	$17/test $425 per box of 25

LABORATORY SUPPLEMENTARY SERVICES

Problematic Specimen and Additional Service Charges

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
PROB	Chain of Custody (COC) and/or Specimen Label Errors	$10.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	$10.00
QNS	Insufficient Volume	$10.00

FEDEX	Short Shipment - Less than Five (5) Specimens Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.	$25.00

B. County shall compensate Consultant for the shipping and handling of supplies as described in *Section I (D)* of Exhibit "A," (all items shipped FOB, Shipping Point), as follows:

Shipping and Handling $10.00 each order

C. The maximum compensation under (A) and (B) of *Section I* shall be FIFTY-FIVE THOUSAND ($55,000) each fiscal year.

II. COMPENSATION AND EXPENSE REIMBURSEMENT FOR ADDITIONAL SERVICES

A. Upon approval by the Chief Probation Officer or designee in writing, authorize any additional drug testing not listed in *Section I*.

B. CONTRACTOR shall be paid the following amount for performance of additional services requested under *Section I (E)* of Exhibit "A:" **$700.00/day**

C. CONTRACTOR shall be reimbursed for travel expenses related to the performance of additional services requested under *Section I (E)* of Exhibit "A," as long as prior approval has been obtained by CONTRACTOR from COUNTY's Chief Probation Officer or her designee for all such travel requiring airfare or hotel stays: **$ (actual cost)**

D. The total amounts paid under (B) and (C) of Section *II* shall not exceed **$1,600.00 per FY**

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance. If coverage is written on a claims-made basis, then the policy must remain in force for 3 years after the termination of the contract, or an extended reporting period (i.e. "tail") must be purchased providing coverage for claims made and reported for 3 years after the termination of the policy. The foregoing can be satisfied by subsequent insurance carrier agreeing to cover prior acts.

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit ($4,000,000).

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount of TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence or claim limit ($4,000,000).

C.2.3 Automobile Liability Insurance. Automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material and adverse change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium. If the insurer is unable to provide this notice, Abbott will provide such notice.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider including Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County, with respect to additional insured status. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Deductibles/Retentions. All deductibles or self-insured retentions are the sole responsibility of the Consultant.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1427

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Award Construction Contract for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project (RDS 22-26), Approve Amendment No. 4 to Agreement No. 250052B with Sanderson Bellecci, Inc. (SANBELL), and Approve a Budget Amendment.

RECOMMENDATION

Award the construction contract for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project (RDS 22-26) to FBD Vanguard Construction, Inc. in the amount of $676,229; approve Amendment No. 4 to Agreement No. 250052B with Sanderson Bellecci, Inc. (SANBELL) increasing the agreement maximum from $278,668 to $399,925, for construction-phase mitigation monitoring services and approve a Budget Amendment. (Fiscal Impact: $1,077,252 Expense for the contracts and other project costs; SB-1; Budgeted ($100,000 budget reallocation); Accumulated Capital Outlay; Not Budgeted ($977,252 budget reallocation from a later phase of HSIP 11); Discretionary)

[4/5 vote required]

BACKGROUND

Napa County received the Highway Safety Improvement Program (HSIP) Cycle 11 grant to fund safety improvements at three intersections along Silverado Trail: Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch (located approximately 0.4 mile north of Trancas Street). After evaluating the safety benefits, environmental impacts and cost implications, the County decided to remove the Strawberry Patch improvements from the project and to proceed with the planned safety improvements at the Oak Knoll Avenue and Zinfandel Lane intersections on Silverado Trail.

The HSIP Cycle 11 Silverado Trail Intersection Improvements Project at the Silverado Trail/Oak Knoll Avenue and Silverado Trail/Zinfandel Lane intersections include right-turn lane improvements, upgraded bicycle facilities, enhanced striping and pavement markings, advanced flashing beacons, and related roadway improvements.

Construction bids were received and opened on July 9, 2026. The apparent low bidder, Zara Construction, Inc.

was determined to be non-responsive after failing to submit the required List of Subcontractors with its bid. Submission of the List of Subcontractors is a material requirement of the bidding documents and California Public Contract Code and cannot be waived after bid opening. Staff therefore recommends award to the next lowest responsive and responsible bidder, FBD Vanguard Construction, Inc., for its base bid in the amount of $676,229. Due to budget constraints Bid Alternate No. 1, which included installation of two solar-powered streetlights, is not recommended for award at this time, but may be added later on as a change order.

Bid Summary:

Contractor	Base Bid Amount	Status
Zara Construction, Inc.	$605,179	Non-Responsive
FBD Vanguard Construction, Inc.	$676,229	Lowest Responsive Bidder
Mission Constructors Inc.	$706,421	Responsive
B&M Civil LLC	$721,061	Responsive
Argonaut Constructors	$732,403	Responsive
Team Ghilotti, Inc.	$789,141	Responsive
W.R. Forde Associates, Inc.	$816,169	Responsive
Kerex Engineering	$954,200	Responsive

Amendment No. 4 to Agreement No. 250052B with SANBELL will provide environmental mitigation monitoring services during construction, including biological monitoring, cultural resource monitoring, MMRP implementation, and environmental compliance documentation. The amendment increases the agreement by $121,257 for a new not-to-exceed amount of $399,925.

Napa County has two separate projects funded through HSIP Cycle 11: the Silverado Trail Intersection Improvements Project (24015) and a guardrail project (22042) to replace various guardrails throughout the County. The two projects were funded concurrently with the initial expectation that the guardrail project would proceed to construction first and that reimbursements received for guardrail construction expenditures would subsequently be used to fund the intersection project. However, due to additional environmental review required for the guardrail project, the Silverado Trail Intersection Improvements Project received construction clearance first and is now ready to proceed. Approval of a budget amendment is being requested for $977,252 to reallocate budget currently allocated for construction of the guardrail project (22042) and transfer it to the Silverado Trail Intersection Improvements Project (24015) to allow construction to proceed. The guardrail project will subsequently be funded using reimbursements received for eligible expenditures on the intersection project. Both projects are eligible for 90 percent reimbursement under the HSIP program.

Additionally, included in the Fiscal Year 2026-27 budget is $14,850,000 in Project RDS00 for a list of Roads Capital Improvement Projects with not-to-exceed project amounts approved by the Board. Highway Safety Improvement Program (HSIP) 11 local match also known as HSIP Cycle 11 Intersection Improv. was on the list with a not-to-exceed amount of $100,000. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $100,000 from RDS00 to Project 24015. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controllers office to ensure compliance with the adopted budget and availability of funds. The $100,000 currently budgeted in RDS00 for the Silverado Trail Intersection Improvements Project represents the County's anticipated local share of project costs.

Construction is anticipated to commence in August 2026 and be completed by November 2026, weather and site conditions permitting. A 10 % construction contingency of $67,623 is requested for unforeseen items of work. Amendment No. 4 to Agreement No. 250052B with SANBELL will provide environmental mitigation monitoring and construction support services in the amount of $121,257. MCK will provide construction inspection services in the amount of $90,961. Material testing, tree services, and county project management will cost approximately $120,000. With other various charges the total project budget for construction is $1,077,252.

Requested Action:

1. Reject bid from Zara Construction, Inc.;

2. Award a Construction Contract to FBD Vanguard Construction, Inc. in the amount of $676,229;

3. Approve and authorize Amendment No. 4 to Agreement No. 250052B with Sanderson Bellecci Inc for an additional $121,257, for a new maximum contract amount of $399,925 to provide construction-phase mitigation monitoring services for the HSIP Cycle 11 Intersection Improv. project; and

4. Approve a Budget Amendment for the following (4/5 vote required):

    a. Increase appropriations in the Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000) in account 56100 - Transfers out by $977,252, offset by the transfer in revenue from Project 22042; and

    b. Increase appropriations for Project 24015 - HSIP Cycle 11 Intersection Improv. in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52145 - Engineer Services by $333,400 and in account 52360 - Construction Services by $643,852 offset by the transfer in revenue (48200) from the Accumulated Capital Outlay.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	$100,000 portion is currently budgeted in Project RDS00, Roads Fund, Division 20405. The $977,252 budget increase was budgeted in a later phase of HSIP 11, but was not budgeted under this project number. Request today is to reallocate $977,252 from Project 22042 to 24015.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project improves the safety for all road users and utilizes grant funding to make improvements to a high-speed roadway (Silverado Trail) in an effort to reduce traffic collisions.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin in August and be completed by FY2026-27. Three (3) years of mitigation monitoring for oak tree replanting is expected to be completed by FY 2029-30.

Consequences if not approved:	The project will not advance to the construction phase. Failure to fund and award construction by June 30, 2026, would result in loss of HSIP grant funding and require the County to repay all funds previously reimbursed by Caltrans.
Strategic Initiative:	Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board previously adopted the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project on April 14, 2026. Amendment No. 4 provides services necessary to implement the approved mitigation measures during construction.

AMENDMENT NO. 4

OF NAPA COUNTY AGREEMENT NO. 250052B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 of NAPA COUNTY AGREEMENT NO. 250052B ("Amendment No. 4") is made and entered into as of the 28th day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California ("COUNTY"), and SANDERSON BELLECCI, INC. DBA SANBELL, a California corporation, whose mailing address is 2290 Diamond Boulevard, Suite 100, Concord, CA 94520 ("CONTRACTOR" or "CONSULTANT").

RECITALS

WHEREAS, on July 9, 2024, COUNTY entered into Napa County Agreement No. 250052B with CONTRACTOR (the "Agreement") for $191,183.00 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project, RDS 22-26, hereinafter referred to as "the Project;" and

WHEREAS, on March 25, 2025, the parties entered into an amendment to the Agreement ("Amendment No. 1") to expand the scope of services and to increase the total compensation by $71,086 for additional engineering design and support services for the Project; and

WHEREAS, on January 27, 2026, the parties entered into an amendment to the Agreement ("Amendment No. 2") to expand the scope of services and to increase the total compensation by $5,263 for additional engineering design and support services for the Project; and

WHEREAS, on April 14, 2026, the parties entered into an amendment to the Agreement ("Amendment No. 3") to expand the Consultant's scope of services and to increase total compensation by $11,136 for bid and construction support services for the Project.

WHEREAS, the parties now desire to amend the Agreement to expand the CONSULTANT's scope of services and to increase total compensation by $121,257 for mitigation monitoring services during construction.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibits "A-1," "A-2," and "A-3" attached to Amendment Nos. 1, 2, and 3,

respectively and those additional services set forth in Exhibit "A-4," attached to this Amendment No. 4 of the Agreement, said Exhibits being incorporated herein by this reference.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

Compensation.
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Exhibit "A," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached to the Agreement as originally approved. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibits "A-1," "A-2," and "A-3," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B-1", "B-2," and "B-3" attached to Amendment Nos. 1, 2, and 3 of the Agreement, respectively. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibit "A-4," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-4," incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS ($399,925.00); 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. The actual payments made under this Agreement for the work in Exhibits "A," "A-1," "A-2," "A-3," and "A-4" shall also not exceed the per task maximum amounts set forth in Exhibit "B," "B-1," "B-2," "B-3," and "B-4," respectively, unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

3. Except as provided in Paragraphs 1-2, above, all other provisions of the Agreement as amended by Amendment Nos. 1 and 2 shall remain in full force and effect as approved previously.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Napa County Agreement No. 250052B effective as of July 28, 2026.

BELLECCI & ASSOCIATES, INC.

By_____
DANIEL LEARY, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel *By:* *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: July 1, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "A-4"

SCOPE OF WORK

Consultant shall provide Mitigation Monitoring Services in accordance with Consultant's Additional Services Request dated June 1, 2026, which is hereby incorporated into this Exhibit by reference and summarized below.

TASK 10 – MITIGATION MONITORING SERVICES

- Coordinate implementation of the approved Mitigation Monitoring and Reporting Program (MMRP).
- Provide biological monitoring, including preconstruction nesting bird surveys, bird nest monitoring, inspection of stream protection measures, and compliance documentation.
- Provide cultural resource services including preparation of a Post-Review Discovery and Monitoring Plan, archaeological sensitivity training, archaeological and tribal monitoring, monitoring reports, and archaeological site documentation if required.
- Manage environmental subconsultants and provide project management for mitigation monitoring services.
- Services shall be performed on an as-needed basis during construction and shall not exceed the compensation shown in Exhibit B-4.

EXHIBIT "B-4"

COMPENSATION AND EXPENSE REIMBURSEMENT

Task	Description	Environmental	Total Fee
10	Mitigation Monitoring Services (DJP&A)	$110,234 10% Subconsultant Markup: $11,023	$121,257

County of Napa
Public Works Department

BUDGET SUMMARY: HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS PROJECT, RDS 22-26						
						7/10/2026
Budget Item, Program 24015	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$676,229	$676,229	$0	$0	0%	$0
10% Construction Contingency	$67,623	$67,623	$0	$0	0%	$0
Design and Engineering	$244,700	$0	$244,700	$244,700	100%	$0
15% Design and Engineering Contingency	$37,300	$0	$37,300	$24,400	0%	$12,900
County Design Project Management	$75,000	$10,000	$75,000	$83,878	112%	-8878
Construction Enviromental Compliance	$132,400	$132,400	$0	$0	0%	0
Construction Management Consultant/Tree Monitor	$121,000	$121,000	$0	$0	0%	$0
County Project Construction Management/Administration	$60,000	$60,000	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections, Material Testing	$30,000	$10,000	$20,000	$0	0%	$20,000
Permits	$10,000	$0	$10,000	$3,050	0%	$6,950
TOTAL	$1,454,252	$1,077,252	$387,000	$356,028	92%	$30,972

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1536

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Dewey Phan, Assistant Engineer

SUBJECT: Construction Contract Award for the "Redwood Road MPM 5.41 Project," RDS 26-22

RECOMMENDATION

Award a Construction Contract to North Bay Excavation, Inc., of Valley Ford, CA in the amount of $158,325 for the "Redwood Road MPM 5.41 Project," RDS 26-22. (Fiscal Impact: $234,906 Expense for the construction contract and other project costs; General Fund, Reallocation of Budget; Discretionary)

BACKGROUND

The November 2025 storms caused a small landslide that undermined about 33 linear feet of the roadway edge, leaving part of the asphalt concrete road unsupported and creating a steep drop down to a private driveway. To ensure the future stability of the road and provide public safety, staff propose to repair the damage by installing a new rock slope protection (RSP) buttress to stabilize the downhill shoulder of 4620 Redwood Road at a 1:1 slope, about ten feet high, averaging five feet in thickness. Following installation of the RSP, about 100 feet of the damaged road surface will be reconstructed or repaved.

The Board authorized advertising for the project on June 16, 2026, and the Public Works staff opened bids on July 21, 2026, with the results listed below:

North Bay Excavation, Inc.	Valley Ford, CA	$158,325
Maggiora & Ghilotti	San Rafael, CA	$195,195
Rege Construction	Cloverdale, CA	$218,239
Rehak Construction LLC	Auberry, CA	$223,731
Peters Excavating, Inc.	Sebastopol, CA	$229,974
Gaub Trucking Corp	San Ramon, CA	$234,082

W.R. Forde Associates, Inc.	Richmond, CA	$244,515
Imperial Construction & Engineering, Inc.	Roseville, CA	$247,451
Gravity Construction	Lodi, CA	$251,959
Cats4U, Inc.	Healdsburg, CA	$252,440
Roots Strong Builder	American Canyon, CA	$259,168
Norgo Engineering	American Canyon, CA	$266,520
Broderick General Engineering	Sonoma, CA	$273,265
Ground Control, Inc.	San Francisco, CA	$281,088
Taylor-Bailey, Inc	St. Helena, CA	$283,556

Staff recommends award to North Bay Excavation, Inc. for their responsive total bid of $158,325. Construction is anticipated to commence in September 2026 and to be completed by November of 2026, weather and site conditions permitting. A 25% construction contingency of $39,581 is requested for any unforeseen items of work. $124,870 for Design and Engineering Consultant, $12,338 for Survey and Topographic Map, $60,000 for Construction Management, $80,000 for County Project management and administration, $59,386 for Environmental, Geotechnical and Special Inspections and $5,000 for any Mailers, Newspaper Advertisements and Permits. The total project budget is $539,500 of which $304,594 was already approved by the board on March 10, 2026.

Included in the Fiscal Year 2026-27 budget is $7 million in Project RDS01 for a list of 2025 November Storm projects with not-to-exceed project amounts approved by the Board. Redwood Road MPM 5.41 also known as Redwood Rd MPM 5.41 Slide Repair (26023) was on the list with a not-to-exceed amount of $1,000,000. With respect to this agenda item, a budget amendment and subsequent transfer of funds will be prepared to reallocate $234,906 from RDS01 to Project 26023. These actions will be reviewed and approved by the County Executive Office and the Auditor-Controller Office to ensure compliance with the adopted budget and availability of funds.

North Bay Excavation, Inc. is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register, Solano-Napa Builder's Exchange, OpenGov and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of a construction contract for the “Redwood Road MPM 5.41 Project, RDS 26-22” to North Bay Excavation, Inc., of Valley Ford, CA for their low total bid of $158,325 and authorization for the Chair to sign the construction contract.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Fund, Division 20405
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repairs are necessary to prevent further damage and ensure public safety.
Is the general fund affected?	Yes
Future fiscal impact:	Funding will be needed in fiscal year 2026-27 for construction.
Consequences if not approved:	Slide could damage more of the roadway which could potentially remove road access for residents and result in a major disruption of emergency response in the affected areas.
Strategic Initiative	Build healthy, connected communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Project 26023	Redwood Rd MPM 5.41, RDS 26-22					8/11/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$158,325	$158,325	$0	$0	0%	$0
25% Construction Contingency	$39,581	$39,581	$0	$0	0%	$0
Design and Engineering Consultant	$124,870	$0	$124,870	$124,870	100%	$0
Survey and Topographic Map	$12,338	$0	$12,338	$8,282	67%	$4,056
Construction Management	$60,000	$60,000	$0	$0	0%	$0
County Project Management/Administration	$80,000	$0	$80,000	$41,237	52%	$38,763
Environmental, Geotechnical and Special Inspections	$59,386	-$28,000	$87,386	$34,693	40%	$52,693
Mailers, Newspaper Advertisement, Permits	$5,000	$5,000	$0	$0	0%	$0
TOTAL	$539,500	$234,906	$304,594	$209,082	69%	$95,512

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1548

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Liang Chin Su, Assistant Engineer

SUBJECT: Award of Construction Contract for the "Napa Library Building Maintenance Project," PW 25-13A

RECOMMENDATION

Award of Construction Contract to CRE Construction Group, Inc. of Granite Bay, California in the amount of $238,663 for the "Napa Library Building Maintenance Project," PW 25-13A. (Fiscal Impact: $238,663, Library Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Library Main Branch was the result of the efforts of a group of 19th-century young men who called themselves "The Excelsior Club." They developed a small collection over the years to serve the Napa community, and that collection was taken over by the City of Napa in 1885. In 1901, George E Goodman donated a building for housing the library-the Goodman Library-which served the citizens of Napa for 60 years. In 1916, the State of California passed legislation that allowed counties to establish free public libraries, and the Napa County Board of Supervisors then established the Napa County Free Library, located just three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. To better serve the growing service area, and with a combination of funds from the library, the Friends of the Library, and federal and local grants, the current library on Coombs Street was built in 1974 and expanded in the 1990s. Overall, the facility functions well but shows signs of paint failure, efflorescence at the concrete head of windows (indicating moisture), and minor concrete cracking.

On February 4, 2025 the Board authorized a professional services agreement with Nacht & Lewis Architects, Inc., who was selected in 2022 through 2027 for on-call architectural services, for a not to exceed maximum of $309,800 (this amount included design for the Fifth Street Parking Garage but that project will be bid separately) to perform site investigation and provide design and construction documents. The project will rehabilitate the exterior envelope of the library which includes but is not limited to repainting and the repair of sealants, concrete, and plaster as well as replacing exterior library signage.

On June 23, 2026 the Board of Supervisors approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On July 23,

2026, bids were received and opened. The bid results are presented below:

Vendor	Bid	Status
Sierra Build Group	$212,201	Unresponsive
N G Builder Company	$236,733	Unresponsive
CRE Construction Group, Inc.	$238,663	Responsive
American River Construction, Inc.	$243,571	Responsive
Pinguelo Construction, Inc.	$422,600	Responsive

After staff evaluation, both Sierra Build Group and N G Builder Company were disqualified for failing to meet the bid surety requirement. Sierra Build Group did not include the project name and number in the bid bond and the Principal did not sign the bidder's bond form; N G Builder Company failed to submit the required bid bond prior to bid opening. Therefore, CRE Construction Group, Inc. was determined to be the lowest responsive bidder.

Staff recommends awarding the contract to the lowest responsive bidder, CRE Construction Group, Inc. of Granite Bay, CA for their base bid of $238,663. CRE Construction Group's bid was lower than the engineer's estimate of $250,000, The total project cost, including design and engineering, construction, construction management, and contingency is $544,000. The cost breakdown includes $123,920 for the design, $50,000 for project management, $238,663 for construction, $59,666 for 25% contingency, and $71,751 for construction management. In addition to the $144,000 previously allocated for the design of the project, $400,000 was appropriated with the Fiscal Year 2025-26 budget hearing for the construction of the project; therefore, no budget amendment is needed with the award of construction contract.

CRE Construction Group, Inc. is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the Construction Contract for the "Napa Library Building Maintenance Project", PW 25-13A to CRE Construction Group, Inc. of Granite Bay, California for their low base bid of $238,663 and authorization for the Chair to sign the construction contract.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	$544,000 from the Library Fund (Fund 2020, Sub-Division 2020501) was allocated to Project 25028
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is needed to sign the construction contract and proceed with the construction phase
Is the general fund affected?	No

Future fiscal impact:	Construction will finish in FY 26-27 with no future impacts beyond building maintenance as necessary
Consequences if not approved:	The exterior of the building will continue to deteriorate, causing possible water damages to the building interior
Strategic Pillar	Build healthy, connected communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Sections 15022(a)(1)(C) and 15300.4 of the State CEQA Guidelines, the Napa County Board of Supervisors have adopted implementation procedures, identifying specific projects that would be categorically exempt from established CEQA Guidelines. The proposed project would therefore be Categorically Exempt from the provisions of CEQA pursuant to Title 14 CCR Section 15301 Class 1 - Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public; or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 25028

8/11/2026

Napa Library Building Maintenance Project, PW 25-13A						
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$238,663	$0	$238,663	$0	0%	$238,663
25% Construction Contingency	$59,666	$0	$59,666	$0	0%	$59,666
Design and Engineering Consultant	$123,920	$0	$123,920	$90,740	73%	$33,180
Construction Management	$71,751	$0	$71,751	$0	0%	$71,751
County Project Management/Administration	$50,000	$0	$50,000	$22,354	45%	$27,646
TOTAL	**$544,000**	**$0**	**$544,000**	**$113,094**	**21%**	**$430,906**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1387

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Jennifer Palmer, Assistant Chief Executive Officer

SUBJECT: Presentation from the Rural County Representatives of California (RCRC) on the Organization's 2025-2027 Strategic Plan

RECOMMENDATION

Receive a presentation from the Rural County Representatives of California (RCRC) President and CEO Patrick Blacklock regarding the organization's 2025-2027 Strategic Plan, legislative priorities, and the activities of its affiliate entities supporting California's rural counties. (No Fiscal Impact)

BACKGROUND

The Rural County Representatives of California (RCRC) is a 40-member county service organization dedicated to representing the collective interests of California's rural counties by advancing policies, programs, and services that strengthen rural communities.

Founded in 1972, RCRC represents a diverse membership of counties that collectively encompass more than 60 percent of California's landmass, including communities with significant agricultural, forest, natural resource, and public lands responsibilities. While each member county has distinct characteristics, rural counties share common challenges related to geographic isolation, limited infrastructure capacity, economic development constraints, public safety demands, access to healthcare and essential services, and the fiscal impacts of state and federal mandates on local government operations.

RCRC’s vision is to be the premier advocate and innovative service provider for rural California. On the advocacy front, the organization serves as a unified voice for rural counties before the California Legislature, state agencies, Congress, and federal agencies, delivering the policy expertise and representation needed to elevate rural priorities in Sacramento and Washington, D.C. Equally important is RCRC’s role as an innovative service provider, where it designs and scales practical solutions, ranging from specialized public finance

programs to technical environmental assistance, that directly help rural counties overcome local capacity, infrastructure, and resource constraints.

Governance

RCRC is governed by a Board of Directors, where each of the 40-member counties is represented by a delegate, and designated alternate, selected from their respective Board of Supervisors. These delegates elect a Chair and officers to lead the organization. In addition, the delegates appoint regional representatives to form an Executive Committee while providing administrative oversight.

The current Executive Committee officers are:

• Chair: Supervisor Miles Menetrey (Mariposa County)

• First Vice Chair: Supervisor Bob Nelson (Santa Barbara County)

• Second Vice Chair: Supervisor Anne Cottrell (Napa County)

• Immediate Past Chair: Supervisor Geri Byrne (Modoc County)

• Region 1 Representative: Supervisor Madeline Cline (Mendocino County)

• Region 2 Representative: Supervisor Sue Hoek (Nevada County)

• Region 3 Representative: Supervisor Gary Bradford (Yuba County)

• Region 4 Representative: Supervisor David Griffith (Alpine County)

• Region 5 Representative: Supervisor John Peschong (San Luis Obispo County)

Strategic Plan and Policy Principles

The daily work, service divisions, and advocacy activities of RCRC are guided by two foundational documents.

The 2025-2027 RCRC Strategic Plan serves as a guiding document for the organization from which the RCRC Board of Directors set policies and priorities over a three-year period. Complementing the Strategic Plan, the Policy Principles are adopted by the RCRC Board of Directors to establish policy positions and advocacy direction on legislative and regulatory matters. The Policy Principles provide guidance to RCRC's Government Affairs team in representing member counties before state and federal policymakers while ensuring advocacy efforts remain aligned with positions approved by the membership.

AD Hoc Committees

To address emerging issues of importance to member counties, RCRC periodically establishes ad hoc advisory committees to provide policy guidance, share local experiences, and help shape the organization's advocacy priorities. Recent ad hoc committees have focused on public sector recruitment and retention, predator management, Carrier of Last Resort telecommunications obligations, property insurance, and the Williamson

Act, reflecting the organization's practice of convening county leaders around complex and evolving policy challenges. These committees provide a forum for member counties to collaborate on legislative, regulatory, and budget priorities while ensuring RCRC's advocacy efforts remain responsive to issues identified directly by its membership.

Organizational Structure

RCRC is organized across four divisions:

• Government Affairs Division: Leads state and federal advocacy efforts guided by Policy Principles adopted by the RCRC Board. In addition to direct advocacy at the state and federal level, the division provides policy analysis, legislative updates, and advocacy resources related to wildfire, water, housing, healthcare, infrastructure, predator management, local government operations, and more.

• Economic Development Division: Focuses on expanding economic opportunities by identifying funding sources, supporting grant development, advancing workforce initiatives, and assisting counties with infrastructure and community investment projects.

• Business Development Division: Advances community resilience and economic growth through financing programs, strategic partnerships, and program management. This division, largely run through RCRC's affiliate entity, Golden State Finance Authority, oversees affordable housing programs and investments in community development initiatives such as broadband deployment and forest resiliency projects.

• Administration and Finance Division: Provides organizational support through financial management and administrative operations.

Affiliate Entities

To address complex challenges facing rural communities, RCRC has established several affiliate entities that provide targeted programs, financing tools, technical assistance, and specialized services.

Golden State Finance Authority (GSFA) is a duly constituted public entity formed in 1993 by RCRC as a Joint Powers Authority to provide affordable housing and contribute to the social and economic well-being of California residents. GSFA develops and administers programs that provide a source of financing for residential home purchases or refinances, commercial and residential energy efficiency improvement projects, multi-family housing construction and rehabilitation projects and city and/or county infrastructure improvements. Through its single-family financing programs alone, GSFA has provided homebuyer assistance in the form of gifts, second mortgages and/or mortgage credit certificates to help over 83,000 homebuyers purchase or refinance in California.

National Homebuyers Fund (NHF) is a non-profit public benefit corporation and an instrumentality of government under Internal Revenue Service code section 115. NHF was formed by RCRC in 2002 to stimulate and expand homeownership opportunities and strengthen communities nationwide through the provision and administration of innovative, flexible, and fiscally responsible solutions to the affordable housing challenges of our nation. Through its multi-state, single-family financing program, NHF provides affordable mortgage loan interest rates and down payment and/or closing cost assistance for both returning and first-time homebuyers.

Golden State Natural Resources (GSNR) is a non-profit, 501(c)3, forest resiliency company, created by rural counties in California and governed by local elected leaders. GSNR's directive is to reduce excess biomass in California's forested lands, using science-based practices, as part of an overarching strategy to build wildfire and forest resilience in the state and spur economic opportunities in rural communities.

Golden State Connect Authority (GSCA) is a joint powers authority of 40 member counties designed for the purpose of increasing access to reliable, affordable high-speed internet for all rural Californians. Governance of GSCA is conducted by elected Supervisors from rural counties that elect to join GSCA. Through the collective efforts of its members, GSCA is focused on building and supporting the development of innovative future proof networks that provide the highest level of quality, service and transparency to rural California. This year, GSCA began construction on a publicly owned, open access broadband network, called Golden State Fiber.

Environmental Services Joint Powers Authority (ESJPA) is a joint powers agency that provides regulatory advocacy and technical assistance to twenty-six rural county members. In response to an ever-increasing number of State and federal mandates regarding solid waste management, ESJPA was formed in 1993 to assist its rural county members in complying with regulatory requirements and waste diversion goals. On behalf of its members, ESJPA supports local public education campaigns and administers grants for recycling and hazardous waste management programs.

Rural Advancement Institute (RAI) is a non-profit, 501(c)3, public benefit corporation, created in 1999 to support RCRC and for the benefit of RCRC. RAI facilitates academic research and educational opportunities that advance understanding of issues impacting rural California amongst policymakers and the public.

RCRC Resources

RCRC provides a number of resources to keep member counties, state policymakers, and the public informed about issues impacting rural California. Some key items include:

• The Barbed Wire Weekly Newsletter: RCRC's flagship weekly publication, The Barbed Wire delivers timely legislative updates, regulatory developments, calls for action, and other resources directly related to RCRC's advocacy efforts.

• Legislative Analyses: This includes the annual Legislative Digest, which summarizes key bills tracked and lobbied by RCRC; the Rural Recap, highlighting yearly organizational milestones; and the Rural Rundown,

which provides rapid-response analysis of the potential impact of state budget proposals on rural counties .

Napa County and RCRC

Napa County has been a member of RCRC since 2002, actively participating in the organization's advocacy, policy initiatives, and regional partnerships. Through this membership, Napa County helps shape statewide policy positions and utilizes technical assistance, funding opportunities, and collaborative initiatives addressing issues affecting rural communities.

RCRC represents Napa County before the California Legislature, state agencies, Congress, and federal agencies on issues affecting county operations, including wildfire resilience, natural resource management, rural healthcare, infrastructure, housing, economic development, and more.

Napa County maintains a significant leadership role within the organization. District 3 Supervisor Anne Cottrell currently serves as RCRC's Second Vice Chair and is expected to advance to First Vice Chair before serving as Chair of the organization. In addition, Supervisor Cottrell represents RCRC on the Governor's Wildfire and Forest Resilience Task Force, bringing rural county perspectives to statewide discussions on forest health, wildfire prevention, and community resilience. Supervisor Cottrell also serves as the Chair of RCRC’s Sustainable Groundwater Management Act ad hoc committee.

RCRC’s two affiliated entities focused on housing, GSFA and NHF, have made a direct impact on Napa County. Through GSFA programs, 50 Napa County households have received more than $528,000 in homebuyer assistance to purchase homes. An additional seven households have accessed more than $80,000 in assistance through National Homebuyers Fund programs.

GSFA also serves as Program Manager for the ReCoverCA Homebuyer Assistance Program, which provides housing recovery assistance to Californians impacted by federally declared natural disasters, including the 2017 Northern California wildfires. Napa County partnered closely with GSFA to support local marketing and outreach efforts, helping residents become aware of-and successfully access-these recovery resources.

Beyond homeownership, GSFA is helping counties address other critical needs. Napa County is participating alongside Sonoma and Sutter Counties in a regional jail medical care feasibility study launched through a GSFA initiative in October 2025. Following consultant selection in January 2026, GSFA executed agreements with all 25 participating counties, serving as the contracting entity and fiscal administrator. Project kickoff meetings concluded in June 2026, initiating data collection, site visits, and stakeholder engagement to evaluate collaborative, cost-effective approaches to delivering mandated jail medical care.

Additionally, through RCRC affiliate Golden State Connect Authority (GSCA), Napa County has participated in regional broadband planning and technical assistance efforts. GSCA supported Napa County through an Economic Development Administration (EDA) grant that resulted in a Broadband Planning and Feasibility Study. Through the Local Agency Technical Assistance (LATA) program, GSCA also supported the

development of refined high-level network designs for priority areas in unincorporated Napa County, helping advance future broadband infrastructure planning and investment opportunities.

In addition to the programs already benefiting Napa County residents, RCRC and its affiliates offer resources that can support future county priorities. Through GSFA, eligible public agencies may access the Grant Advance Loan Fund, which provides short-term financing to bridge the gap between grant-funded project expenditures and reimbursement. RCRC also continues to advocate for rural counties at the state and federal levels while providing technical assistance to help counties access funding for infrastructure, drought resilience, water management, and other emerging priorities.

Through its continued partnership and leadership within RCRC, Napa County remains actively engaged in shaping policies and programs that enhance and protect the quality of life in rural California counties.

Discussion

The presentation will include discussion of issues affecting rural counties and local governments throughout California, including state mandate reimbursements, wildfire policy and forest resilience, rural healthcare, broadband access, infrastructure investment, and other matters addressed through RCRC's advocacy and programmatic efforts.

The presentation also provides an opportunity for Board members to engage directly with RCRC President and CEO Patrick Blacklock, ask questions regarding state and federal policy issues affecting Napa County, and provide feedback on emerging priorities and challenges facing the community. Board members are encouraged to share perspectives on issues they would like RCRC to elevate in Sacramento and Washington, D.C., helping ensure Napa County's interests continue to be represented through RCRC's legislative, regulatory, and intergovernmental advocacy efforts.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to receive a presentation from RCRC on the Organizations 2025-2027 Strategic Plan

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1289

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Sciences

REPORT BY: Emily Hedge, Planner III

SUBJECT: Hagafen Cellars Winery Appeal

RECOMMENDATION

Conduct a public hearing to consider an appeal filed by Appellant Ariane Matschullat and Weathervane Ranch concerning the Napa County Planning Commission's decision on April 1, 2026, to approve the Hagafen Cellars Winery Use Permit Major Modification No. P19-00121-MOD submitted by Norman Weir. (No Fiscal Impact)

(CONTINUED FROM JUNE 2, 2026)

BACKGROUND

The matter before the Board involves an appeal filed by the Appellant concerning the decisions made by the Napa County Planning Commission on April 1, 2026, to:

(1) Find the project categorically exempt from the CEQA under sections Class 1 ("Existing Facilities") and Class 4 ("Minor Alterations to Land") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and §15304; and

(2) Approve Use Permit Major Modification No. P19-00121-MOD for the proposed changes to Hagafen Cellars Winery subject to the conditions of approval.

The approved Use Permit Major Modification (P19-00121) allows changes to an existing 50,000-gallon winery to remedy existing violations through recognition and approval of existing days of operation, existing days allowing retail sales, and levels of visitation. The approval revised prior conditions of approval (COAs) regarding annual reporting on multiple winery operations and noticing of all marketing events and required improvements to the driveway to meet County and State regulations. The project is located on an approximately

12.28-acre parcel within the Agricultural Preserve (AP) zoning district with a General Plan land use designations of Agricultural Resource (AR) at 4160 Silverado Trail, Napa (APN 039-130-002). The Use Permit Major Modification approval is hereafter referred to as the Project.

On April 15, 2026, a timely notice of intent to appeal was filed by Appellant and a timely appeal packet was submitted on April 29, 2026 (the Appeal) (**Attachment A**). Staff responses to the Grounds of Appeal are in **Attachment B**.

Documents associated with the Project and this appeal record (No. P26-00125) are currently available for review online at the Planning, Building and Environmental Services' (PBES) Department cloud at: https://www.pbes.cloud/index.php/s/NnjzsyomYwciGeo or at the PBES Department located at 1195 Third Street, 2nd Floor, Napa, CA 94559. Following completion of the Appeal hearing, please utilize the County's Public Records Search to access documents associated with this project: https://www.napacounty.gov/2474/PBES-Public-Records-Search.

PROCEDURAL REQUIREMENTS

1. Chair introduces item and requests disclosures from board members regarding any ex parte communications or new Levine Act disclosures, if any.
2. Staff Report presentation.
3. Chair invites testimony from Appellant.
4. Chair invites any other interested members of the public to testify regarding the Appeal.
5. Chair invites testimony from Applicant.
6. Chair then invites Appellant to have final rebuttal (time permitting).
7. Chair closes the public hearing.
8. A motion of intent is made and seconded to deny, uphold, and/or remand the Appeal.
9. Chair refers the matter to County Counsel's office for preparation of a Resolution of Findings and Decision on Appeal. Due to current workload, good cause exists for County Counsel's office to have up to ninety days to prepare the Resolution of Findings and Decision on Appeal. Consequently, Staff recommends that the Board direct County Counsel's office to return to the Board on November 3, 2026, at 9:00 a.m. with the proposed Resolution for the Board's consideration and adoption.

Discussion:

On March 27, 2019, the Applicant submitted a request for a Use Permit Major Modification for Hagafen Cellars winery, established under Use Permit No. 97219-UP, for a 50,000 gallon per year winery with by-appointment tastings. As part of the Code Compliance Program, the applicant asked for recognition of the operational levels occurring in 2018. No increase in operations or new development was requested.

1. Components Necessary to Remedy Existing Violations (based on 2018 records):

a. Recognition of days of operation Monday through Sunday. The winery is currently authorized for operations Monday through Friday and Sunday.

b. Recognition of retail sales occurring Monday through Sunday. The winery is currently permitted for retail sales Monday through Thursday and Sunday.

c. Recognition of a maximum of 60 visitors per day with a maximum of 311 visitors per week, not to exceed an annual total of 9,719 visitors. The winery is currently authorized for 25 visitors per day (six days per week) with up to 150 visitors per week for an annual total of 7,825 visitors.

d. Recognition of use of an approximately 720-square-foot storage room in the winery building. The room was not delineated on the original winery Use Permit plans.

e. Widening the existing driveway to meet Napa County Road and Street Standards.

f. Revise COA No. 2 of Permit No. 99477 to remove the requirement for mailing notice of events to identified individuals.

g. Revise COA No. 3 of Permit No. 99477 to remove the requirement for submitting an annual report of daily visitation counts.

h. Remove COA No. 15 of Permit No. 99477 requiring submittal of an annual report of grape source data.

i. Remove COA No. 16 of Permit No. 99477 requiring submittal of an annual statement certifying compliance with grape sourcing requirements.

j. Revise COA No. 21 of Permit No. 99477 to remove the requirement for submitting an annual report of the number of gallons of wine produced during the year.

The proposal included recognition of existing days of operation, existing days allowing retail sales, and levels of visitation, that have been occurring beyond current entitlements. No intensification of these activities was requested as part of the Project. Additionally, there were no requested changes to the authorized levels of production, employees, marketing events, or other operational components. No new construction or physical improvements are required for continued use of the 720-square foot storage room within the winery building. The proposed improvements to the existing driveway are required to comply with the Napa County Road and Street Standards. The improvements will occur on areas on the site that have previously been disturbed by planting landscaping and vineyards, and grading for winery development. The proposal also included a request to modify previous COAs to remove the requirement for annual reporting of daily visitation counts, grape source data, and production, and the requirement to notice a specific list of individuals prior to winery events.

The modification would bring the existing winery operations into compliance with approved entitlements and allow improvements to the driveway to meet County and State regulations. Project operations would remain at the 2018 baseline levels and would not result in additional traffic trips, generation of more wastewater, use of groundwater, or use or consumption of additional resources. The revision to existing conditions replaces them with Board of Supervisor's adopted standard COAs and general winery use permit practices.

On March 5, 2026, the Public Notice for the Planning Commission hearing and Notice of Intent to adopt various categorical exemptions was mailed to all property owners within 1,000 feet of the subject property, see **Attachment E**. It should be noted that the County's requirements to notice all property owners within 1,000 feet far exceeds the State mandate of noticing all owners within 300 feet. Additionally, staff mailed the Notice to a supplemental list of individuals identified in Permit No. 99477 COA No. 2 for notification of events. Notice was also provided to those persons on the general CEQA document notification ("Interested Parties") list. The Notice was published in the Napa Valley Register on March 5, 2026.

On April 1, 2026, the Planning Commission held a public hearing to consider the Project and unanimously voted (4:0 AYES: Brooks, Brunzell, Dameron, and Richmond; ABSENT: Moran-Williams) to approve the Hagafen Cellars' project. The Project's adopted COAs are in **Attachment D**.

Public notice of the June 2, 2026, appeal hearing was mailed to property owners within 1,000 feet of the Property and provided to those persons on the general CEQA document notification list.

Findings:

When reviewing the proposed Project, the Planning Commission based its decision on a series of Findings, as required under both County Code and State law. The Board of Supervisors must also consider all of the same Findings in reaching its decision. To uphold the Planning Commission's approval of the Project and deny the appeal, the Board must determine that the Project is consistent with each of the following Findings. Alternatively, to deny the Project and grant the appeal, the Board must determine that the Project is not consistent with at least one (or more) of the Findings or the County General Plan.

CEQA:

1. The Board of Supervisors has read and considered the Categorical Exemption Memorandum prior to taking action on said Categorical Exemptions and the proposed Project.
2. The Categorical Exemptions are based on independent judgment exercised by the Board of Supervisors.
3. The Categorical Exemptions were prepared and considered in accordance with the requirements of the

California Environmental Quality Act (CEQA).

4. The project is categorically exempt from the CEQA under sections Class 1 (“Existing Facilities”) and Class 4 (“Minor Alterations to Land”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and §15304.

5. The site of this proposed Project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5 and is not within the boundaries of any airport land use plan.

6. The Clerk of the Board of Supervisors is the custodian of the records of the proceedings on which this decision is based. Records are located at the Napa County Planning, Building, and Environmental Services Department, 1195 Third Street, Second Floor, Napa, California.

Winery Use Permit Major Modification:

1. The Board of Supervisors has the power to approve a Winery Use Permit Major Modification under the Zoning Regulations in effect as applied to the property.

2. The procedural requirements for a Use Permit set forth in Chapter 18.124 of the County Code (zoning regulations) have been met.

3. The granting of the Use Permit, as conditioned and mitigated, will not adversely affect the public health, safety or welfare of the County of Napa.

4. The proposed use complies with applicable provisions of the County Code and is consistent with the policies and standards of the Napa County General Plan and any applicable specific plan.

5. The proposed use would not require improvements causing significant adverse effects, either individually or cumulatively, on the affected groundwater basin in Napa County, unless that use would satisfy any of the other criteria specified for approval or waiver of a groundwater permit under Sections 13.15.070 or 13.15.080 of the County Code.

Pre-Hearing Conference:

To clarify the County's procedural requirements and expectations regarding land use appeals, the Board of Supervisors requires the parties to attend a mandatory pre-hearing conference with a representative of the County Counsel’s office and the Chair of the Board to discuss estimates on presentation lengths, scope of evidence, and testimony to be presented, together with witness lists. Any witness not appearing on a witness list at the pre-hearing conference is treated as an ordinary member of the public and allotted the usual three minutes of speaking time.

A pre-hearing conference was held on May 18, 2026, with Appellant’s counsel, Applicant’s counsel, Chair Manfree, and a Deputy County Counsel. At that time, Appellant and Applicant agreed to provide a list of their respective witnesses along with the subject matter of testimony and time estimates in advance of the hearing.

The Chair informed the Appellant and the Applicant that each side is allocated a maximum of 30 minutes for their presentation, allocated at their discretion. Both parties confirmed that they have no witnesses and only their respective counsel will testify.

Appellant and Applicant also agreed to provide the Chair in advance of the hearing with any requests for "good cause" to either supplement the record with new information and/or requests to have the appeal heard de novo (e.g., a fresh hearing). No timely good cause requests were received.

Appellant and Applicant further agreed to provide any supplemental legal argument in advance of the hearing. The additional legal argument provided by Applicant is attached as **Attachment C**. Appellant did not submit supplemental legal argument.

Appeal:

Staff has summarized Appellant's grounds of Appeal. Staff's response to the Appeal is in **Attachment B**. Staff recommends the Board review the actual Appeal for further details.

In the Applicant's additional legal argument, the Applicant proposed revisions to seven (7) commission-approved conditions to address appellant concerns and improve neighbor relations (**Attachment C**). The proposed revisions to the COA include restricting outdoor dining and outdoor tasting to the trellis area, noticing events, visitor and wine production reports, notice of spraying, new lighting requirements, and closing the eastern gate to routine access.

Staff does not recommend adopting the Applicant's offered COA limiting picnicking, outdoor dining and outdoor wine tasting to the existing trellis area. Instead, Staff recommends reverting back to the original language in Modification No: 99477 COA No. 2. which states "Except for the "harvest" event and events as may specifically be authorized pursuant to the Temporary Event Ordinance, no picnicking, outdoor dining, or outdoor wine tasting shall be permitted and no outside marketing activities shall involve amplified music". The Final COAs adopted by the Commission (**Attachment D**) struck through this portion of the COA in order to avoid a conflict with the approved on-premises consumption in the outdoor trellis area, permitted under Very Minor Mod P18-00081. Upon further review Staff believes it is appropriate to consider the approved on-premises consumption, which permits a person to purchase and consume wine on the property, as a separate and distinct activity from outdoor wine tasting. Reverting back to the original language does not create a conflict with approved uses and accomplishes Applicant's offer to limit outdoor activities.

Staff does not recommend adopting the Applicant's offered COAs requiring noticing events. As approved, the Commission felt it was unnecessary for the County to be party to an arrangement between the Applicant and

specific individuals with an interest in the winery. Further details are provided in Staff's Response to Ground No. 2. Staff has no objection to the Applicant privately notifying the Appellant of events.

Staff does not recommend adopting the Applicant's offered COAs requiring visitor and wine production reports, notice of spraying, and new lighting requirements, as the adopted standard COAs and County policies regarding agricultural practices (Chapter 2.94 - Agriculture and Right to Farm) adequately achieve the intent of the conditions. Further details are provided in Staff's Response to Ground No. 2. Staff has no objection to the Applicant providing these reports to and notifying the Appellant of spraying.

Staff is supportive of the added condition related to locking the Eastern gate to make it non-operative for winery uses. Wording shall be reviewed with the Fire Marshal's office to confirm minimum access requirements are maintained.

Additionally, staff recommends revisions to update conditions with timelines affected by the appeal process.

Public Comments:

One public comment was received after the April 1, 2026, Planning Commission Hearing. (See **Attachment I**.)

Options:

The following options are provided for the Board's consideration regarding possible action on the Appeal:

Option 1 (Staff's Recommendation): Deny the appeal in its entirety and uphold the Planning Commission's approval of the Project and adopt Staff Recommended Revisions to Conditions of Approval;

Option 2: Modify the scope of the Project and/or Conditions of Approval (**Attachment D**) and uphold the Planning Commission's approval of the Project;

Option 3: Uphold one or more grounds of the Appeal and reverse the Planning Commission's decision, thereby denying the Project; or

Option 4: Remand the matter to the Planning Commission with direction.

REQUESTED ACTIONS:

1) Conduct a public hearing to consider Ariane Matschullat and Weathervane Ranch's Appeal.

2) Take tentative action to deny the Appeal in its entirety and uphold the Planning Commission's approval of the Project.

3) Direct staff to revise the conditions of approval to include staff's recommended revisions and update other conditions with timelines affected by the appeal process.

4) Refer the matter to County Counsel's office for preparation of a Resolution of Findings and Decision on Appeal and direct County Counsel to return on November 3, 2026, at 9:00 a.m. with the proposed Resolution for adoption.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and intention to find the project categorically exempt from the California Environmental Quality Act (CEQA). It has been determined that this type of project does not have a significant effect on the environment and is exempt from CEQA. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, or cause substantial adverse change in the significance of a historical resource. As proposed the project meets the criteria for eligibility as Categorically Exempt from CEQA under Classes 1 and 4. [See Class 1 ("Existing Facilities") and Class 4 ("Minor Alterations to Land"), which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301, §15304]. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Attachments:

- Attachment A - Appeal Packet
- Attachment B - Staff Responses to Grounds of Appeal
- Attachment C - Applicant Additional Legal Argument
- Attachment D - Final Conditions of Approval
- Attachment E - Planning Commission Public Hearing Notice March 18, 2026

- Attachment F - Comparison of Project-Specific and Standard Conditions of Approval
- Attachment G - Graphics
- Attachment H - Categorical Exemption Determination Memorandum
- Attachment I - Public Comments Received After April 1, 2026, Planning Commission Hearing

“A”

Appeal Packet

Docusign Envelope ID: B6DFC8FE-DBB1-45BC-A9EE-E81366242435

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY CLERK OF THE BOARD'S OFFICE
1195 Third Street, Suite 310, Napa, California, 94559 (707) 253-4580

RECEIVED
APR 29 2026 9:25 AM
NAPA COUNTY
CLERK OF THE BOARD

APPEAL PACKET COVER SHEET

(Section 2.88.050 of Napa County Code)

Deadline for filing with the Clerk of the Board's office: no later than 2 p.m. on the 10th working day after the filing of the Notice of Intent to Appeal. (Napa County Code sec. 2.88.050(A).)

TO BE COMPLETED BY APPELLANT
(Please type or print legibly)

Action Being Appealed: Planning Commission approval of Hagafen Cellars Winery Use Permit Major Modification

Permittee Name: Norman Weir / Hagafen Winery

Permittee Address: 4160 (No.) Silverado Trail (Street) Napa (City) CA (State) 94558 (Zip)

Project Site Address/Location (if different from Permittee Address):

(No.) (Street) (City) (State) (Zip)

Assessor's Parcel No.: 039-130-002

Permit Number: P19-00121 **Date of Decision:** April 1, 2026

Nature of Permit or Decision: Approval of winery use permit major modification and related CEQA determination

Appellant's Name: Ariane Matschullat

Appellant's legal status (check one): ☐ Individual ☑ Corporation/registered nonprofit
☐ Individual on behalf of unofficial organization (e.g., neighborhood group, special interest group, etc.)
Specify organization name: Weathervane Ranch LLC

Telephone #: (___) _____ **Fax #:** (___) _____

E-Mail Address:
amhm46@gmail.com

Mailing Address: 2185 (No.) N. California Blvd, Suite 240 (Street) Walnut Creek (City) CA (State) 94596 (Zip)

Appellant's Qualification as Interested Person:
Adjacent property owners who participated in the Planning Commission proceedings.
project applicant, adjacent property owner, other (describe)

Primary Point(s) of Contact for Appellant: ☐ **Check here if Appellant is sole point of contact and will be the prehearing conference representative**

Contact # 1 Name: Patricia Curtin
Telephone # (510) 8346600 **Email:** pcurtin@fennemorelaw.com
Mailing Address: 2185 (No.) N. California Blvd, Suite 240 (Street) Walnut Creek (City) CA (State) 94596 (Zip)

☑ **Check here if this contact will be your representative at the prehearing conference**

Contact # 2 Name: _____

Telephone # (_____) _____ **Email:** _____

Mailing Address: _____
No. Street City State Zip

☐ **Check here if this contact will be your representative at the prehearing conference**

Attach additional sheet(s) for additional contacts if needed.

Reason for Appeal. Be specific – **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** At a minimum, you must include: (1) identification and description of the specific factual or legal determination(s) made as part of the decision that are the focus of the appeal; and (2) express assertion of all arguments, contentions, and facts that form the grounds for your appeal. If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, or that there was a lack of a fair and impartial hearing, this must be expressly stated. ***(attach additional sheets and/or supporting documentation if necessary)***

See Attached

Are you appealing a decision relating to real property? (check one) ☑ Yes ☐ No
If Yes, please ensure that you attach the required Ownership Report, including list of owners and Assessor's map page(s) as indicated on the Checklist.

Payment of required fees (check one): ☑ **Attached** ☐ **Will be submitted later***

* Pursuant to Napa County Code sec. 2.88.050, payment **must** be received by the Clerk of the Board no later than the 2 p.m. deadline.

DocuSigned by: ARIANE MATSCHULLAT	4/27/2026	ARIANE MATSCHULLAT
Signature of Appellant	Date	Print Name

Fennemore Craig P.C.
2394 E Camelback Road
Suite 600
Phoenix, AZ 85016-3429

Wells Fargo

56-362/412

No. 491478

Void After 180 Days

Pay Exactly Two Thousand and 00/100 Dollar(s)

Date 04/27/2026

Amount $ ******2,000.00

TO THE ORDER OF
COUNTY OF NAPA
1195 THIRD STREET STE 310
NAPA, CA 94559

THIS DOCUMENT HAS A SECURITY "VOID" BACKGROUND WHICH APPEARS IF COPIED • TRUE WATERMARK PAPER WITH VISIBLE FIBERS CAN BE SEEN ON BOTH SIDES • VOID IF THESE DO NOT APPEAR

⑈491478⑈ [redacted]

RECEIPT DATE 4/29/2026 **No.** 415229

RECEIVED FROM Fennemore Craig PC $2,000 —

Two thousand + no/100 DOLLARS

○ FOR RENT
⊗ FOR Appeal Deposit - Hagopian Winery

ACCOUNT		○ CASH
~~AMT.~~ PAYMENT	491478	⊗ CHECK
BAL. DUE		○ MONEY ORDER
		○ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

REASONS FOR APPEAL

Appeal of the Planning Commission approval of Hagafen Cellars Winery Use Permit Major Modification (P19-00121-MOD), 4160 Silverado Trail, Napa, California, APN 039-130-002.

Appellants Ariane Matschullat and Weathervane Ranch, LLC respectfully appeal the Planning Commission's April 1, 2026 approval of the Hagafen Cellars Winery Use Permit Major Modification, Application P19-00121-MOD. This supporting statement satisfies Napa County Code section 2.88.050 by identifying the determinations challenged and expressly stating all grounds, contentions, and supporting facts presently asserted in support of the appeal. To preserve all available issues, Appellants expressly allege prejudicial abuse of discretion and, as set forth below, lack of a fair and impartial hearing.

I. APPELLANTS AND BASIS FOR INTERESTED-PERSON QUALIFICATION.

Ariane Matschullat and Weathervane Ranch, LLC are owners of property immediately adjacent to the Hagafen Cellars property. Appellants appeared in the Planning Commission proceedings through written objections and a presentation raising concerns regarding notice, longstanding violations, intensification of use, parking, neighborhood impacts, and CEQA. Appellants owned their property since 1991. They participated in the original use permit proceedings in 1998 and are identified on the list attached to the original use permit to receive prior notifications of special events. Yet, despite the statement made in the March 18, 2026 Staff Report (p. 8, Revisions to Existing Conditions) and by the Applicant at the Planning Commission hearing, they never received such notices. Appellants therefore qualify as interested people for purposes of appeal.

II. SPECIFIC FACTUAL AND LEGAL DETERMINATIONS BEING APPEALED.

Appellants challenge each of the following determinations, findings, approvals, and implied findings that were part of the Planning Commission's action:

- The approval of the Use Permit Major Modification itself, including the final conditions of approval.
- Findings that the Applicant may lawfully expand or continue operations that previously exceeded or departed from prior conditions of approval without first demonstrating full compliance with those conditions.
- The approval of increased visitation, including approval of seven-day operations, expanded daily and weekly visitation, and any associated intensification of retail, tasting, and event-related activity.
- The removal, weakening, or modification of existing neighbor-protection and monitoring conditions, including event-notice and reporting requirements.

- Findings that the project is adequately supported as to parking, traffic circulation, neighborhood compatibility, and operational impacts on adjacent properties.
- The CEQA determination made in connection with the approval, including the claim of categorical exemption and reliance on an unlawful operating baseline.
- Determination that the hearing process and public notice were legally adequate notwithstanding the notice concerns raised by Appellants.

III. EXPRESS GROUNDS FOR APPEAL.

A. Prejudicial Abuse of Discretion: Approval of a Modification that Legalizes Longstanding Violations.

The record reflects a longstanding pattern of noncompliance with the winery's existing conditions of approval. That history, together with Appellants' objections and concerns, is set forth in the letters to the Planning Commission dated March 17, 2026 (**Exhibit A**) and March 31, 2026 (**Exhibit B**). Rather than requiring the Applicant to cure those violations and demonstrate sustained compliance, the Planning Commission approved a modification that effectively ratifies conduct neighboring property owners have challenged for years.

One clear example is the failure to provide Appellants and neighbors with advance notice of the many special events that have occurred over the years. Staff and the Applicant incorrectly assert that prior notice was provided and, because no neighbors responded, rely on that lack of response as a basis for removing the advance-notice condition. Neighbors didn't respond because they didn't receive notice. The County's reasoning is flawed, inconsistent with the its enforcement framework, and constitutes a prejudicial abuse of discretion.

Additional violations also occurred. The Applicant constructed structures within required setbacks and without permits; converted the "office" into a residence; exceeded attendance limits for tours, tastings, and special events; exceeded the maximum number of permitted special events; and hosted outdoor events despite an express prohibition on those activities. These are not minor or technical deviations. They were repeated blatant violations that should neither be overlooked nor allowed to continue.

Appellants previously advised the Planning Commission that the Applicant waited years to seek this modification, even as these violations persisted and neighboring property owners repeatedly objected. The Planning Commission should have required the Applicant first to cure the violations and demonstrate sustained compliance. It should not reward longstanding noncompliance by granting additional entitlements.

B. Removal or Weakening of Protective Conditions without Adequate Justification or Safeguards.

The approval does not only allow a substantial increase in winery operations, it also removes or weakens protections that were important to neighboring owners and for enforcement. The modification eliminates or diminishes existing notice and reporting requirements that would help affected neighbors monitor event activity and the County

evaluate compliance. These notice and reporting requirements were key conditions imposed at the request of the Appellants and neighbors during the original use permit proceeding. The removal of these conditions is particularly improper given the Applicant's history of disputed operations and the lack of evidence that reduced oversight will protect neighboring properties.

At a minimum, the Board should require restoration or equivalent replacement of prior safeguards, including neighbor event notice, visitation tracking, and meaningful monitoring and reporting obligations.

C. Intensification of use not Supported by Substantial Evidence Regarding Compatibility, Parking, Traffic, and Noise.

The approved modification substantially intensifies winery operations. As presented to the Planning Commission, the approval authorizes a 140 percent increase in daily visitation, more than doubles weekly visitation, expands operations to seven days per week, and expands retail activity. Those changes materially increase the intensity of use of the site and the resulting burden on surrounding properties. Yet the record does not contain substantial evidence demonstrating that this increased level of activity remains compatible with neighboring residential and agricultural uses.

Appellants also raised a specific concern regarding parking and site capacity that the record does not answer. The approval allows up to 60 persons per day for tastings and retail sales and up to 100 persons for marketing events, yet only 11 guest parking spaces are provided. Despite Appellants' request for clarification, the record contains no evidence explaining how guests will arrive, where they will park, or whether any overflow parking, shuttle service, or other transportation management measures will be used. In the absence of such evidence, the County could not reasonably conclude that the site can safely and lawfully accommodate the approved increase in visitation and event attendance.

The same defect appears with respect to access and traffic. The approval imposes a new condition requiring the Applicant to improve the access driveway within one year of use permit approval. (p. 10, Part III, 6.15.d.) But if those improvements are necessary to address access and circulation issues arising from the approved use, they should have been required before the intensification of use was allowed to proceed, not deferred for a year after approval. Moreover, the record does not meaningfully describe the scope, location, or adequacy of the required improvements. It states only that the driveway is to be brought into compliance with Napa County Road and Street Standards and that the driveway entrance is to be widened by four feet. Staff further acknowledges that these improvements will require removal of olive trees and disturbance of landscaping, vineyards, and graded areas of the winery development. (March 18 Staff Report, p. 8.) Yet the record contains no site plans, diagrams, or other substantial evidence showing where these improvements will occur, what physical changes they will require, or whether they will adequately mitigate the resulting safety and traffic impacts.

Nor does the record contain substantial evidence addressing the noise and operational impacts associated with the expanded level of visitation, retail activity, and events. Increased attendance, more frequent operations, and expanded event activity will increase vehicle trips, on-site circulation, outdoor activity, and noise affecting neighboring properties. But the approval is not supported by analysis demonstrating that those impacts were fully evaluated or adequately mitigated.

The Board should not uphold a substantial intensification of use unless the record demonstrates, with substantial evidence, that parking, access, traffic, noise, and operational impacts on neighbors have been fully analyzed and adequately mitigated.

D. Lack of Fair and Impartial Hearing; Notice and Due-Process Deficiencies.

Appellants expressly allege lack of a fair and impartial hearing to the extent the County proceeded without legally adequate public notice of the Planning Commission hearing. Appellants previously raised that the staff materials appeared to rely on a courtesy notice from November 2020, years before the 2026 Planning Commission hearings, and that the record did not clearly establish current mailed notice to affected owners. If legally adequate notice was not provided, the proceeding violated Napa County Code and basic due-process requirements.

Because proper notice is a prerequisite to a fair opportunity to be heard, the Board should reverse or remand the approval if the County cannot demonstrate that notice was lawfully given.

E. Improper Application of the California Environmental Quality Act (CEQA).

Appellants expressly challenge the CEQA determination that accompanied the permit approval. The County cannot lawfully use allegedly unlawful or nonconforming operations as the environmental baseline in order to minimize or mask the impacts of the expanded project. The project increases visitation, expands operational days, and intensifies use in a manner that foreseeably affects traffic, noise, and neighborhood conditions. At minimum, the County was required to evaluate whether the project falls outside any claimed exemption or whether an exception to the exemption applies.

1. The County used an improper CEQA framework.

This matter is not a first-instance CEQA review of a new winery. Napa County's own 1999 records show that the original Hagafen use permit was approved together with a Negative Declaration. CEQA Guidelines section 15064(f)(7), states that when an agency is considering a change to, or further approval for, a project previously approved with an EIR or negative declaration—including a conditional use permit—the agency must proceed under Guidelines sections 15162 through 15164. And section 15162 (b) expressly states that after adoption of a negative declaration, the agency must determine

whether to prepare a subsequent negative declaration, an addendum, or no further documentation. A categorical exemption is not one of the options listed in that framework. (Pub. Resources Code, § 21080; CEQA Guidelines, §§ 15064 (f)(7), 15162, 15164.)

The California Supreme Court has made clear that, when a project was previously reviewed, the threshold question is whether the prior environmental document still retains relevance or "informational value" to the pending decision; if it does, the agency must then decide under the subsequent-review provisions whether project changes require major revisions to that prior document. (*Friends of the College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937.) And in *Benton v. Board of Supervisors* (1991) 226 Cal.App.3d 1467—a Napa County winery case—the court held that a later winery approval should be treated as a modification of the already approved winery project, not as an entirely new CEQA undertaking, and evaluated the environmental consequences of the modification under the prior-document framework. The County's own analysis repeatedly characterizes this application as a "Use Permit Major Modification" to a winery already established under Use Permit No. 97219-UP. Under *San Mateo Gardens* and *Benton*, the County was required to analyze this approval through sections 15162-15164, not bypass that framework with a new categorical exemption. (*Friends of the College of San Mateo Gardens v. San Mateo County Community College Dist.*, supra, 1 Cal.5th 937; *Benton v. Board of Supervisors*, supra, 226 Cal.App.3d 1467.)

2. The Code Compliance Program cannot enlarge or replace mandatory CEQA requirements.

The County expressly relies on Resolution No. 2018-164 and the Code Compliance Program to justify using 2018 out-of-entitlement operations as the basis for its CEQA analysis. But local CEQA procedures must be "consistent with" CEQA and the state Guidelines, and the CEQA Guidelines apply to local governments throughout California. (Pub. Resources Code, § 21082; CEQA Guidelines, § 15022.) A local compliance or amnesty program may define how the County handles enforcement, but it cannot enlarge the scope of a state categorical exemption, cannot eliminate the exceptions in Guidelines section 15300.2, and cannot displace the state-mandated subsequent-review framework in sections 15064 (f)(7), 15162, and 15164. The County cannot lawfully use Resolution No. 2018-164 as a substitute for the CEQA pathway required by state law.

3. Even apart from the unlawful-baseline issue, the project does not qualify for the Class 1 "Existing Facilities" exemption.

Class 1 is limited to operation, permitting, maintenance, or minor alteration of existing facilities involving "negligible or no expansion of existing or former use," and "[t]he key consideration is whether the project involves negligible or no expansion of use." (CEQA Guidelines, § 15301.) CEQA also requires an agency to analyze the "whole of an action," not isolate only those pieces it considers physically minor. (Pub. Resources Code,

§ 21065; CEQA Guidelines, § 15378.) Here, the project is the whole package: recognition of seven-day operations; recognition of retail sales Monday through Sunday; recognition of up to 60 visitors per day, 311 visitors per week and 9,719 visitors annually; continued use of a previously unapproved 720-square-foot room; driveway widening, removal of olive trees and possibly vineyards; and removal of notice and reporting conditions. That is not a negligible or no-expansion approval on the face of the project description.

This point is even clearer when the approved project is measured against the lawfully permitted Operational COAs identified in appellants' March 17 letter which allowed 25 visitors per day, 150 per week, 7,825 annually, operations six days per week, and narrower retail hours. Appellants already preserved that the modification would authorize roughly a 140 percent increase in daily visitation and a 107 percent increase in weekly visitation, along with seven-day operations and expanded retail activity. Whether or not the County wishes to characterize those unlawful 2018 operations as part of the site's "setting," Class 1 still asks whether the *approved project* involves negligible or no expansion of use. It plainly does not.

4. The County did not establish Class 4 eligibility because its own analysis admits tree removal but omits the required analysis.

Class 4 applies only to minor alterations to land, water, or vegetation that "do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes." (CEQA Guidelines, § 15304.) The County's analysis states that driveway widening will require removal of existing olive trees and potentially vineyard rows adjacent to the driveway. But the Staff report does not find that the olive trees are not healthy, mature, or scenic, and it does not explain why this tree removal falls within the regulation's narrow forestry/agricultural carve-out. Instead, the analysis moves directly to slope, waterway, scenic-area, and geologic-hazard issues. On this record, the County did not make the showing necessary to invoke Class 4.

5. The County's own water/public-trust analysis shows a serious "unusual-circumstances" problem that independently defeats categorical exemption.

Guidelines section 15300.2 (c) bars use of a categorical exemption where there is "a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." In *Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, the Supreme Court held that local agencies may consider conditions in the project vicinity in deciding whether unusual circumstances exist. Here, the County's analysis does not describe a routine housekeeping approval. It contains a separate "Public Trust" section, relies on a December 4, 2025 Tier III-equivalent Water Availability Analysis for potential impacts to Soda Creek, and states that approval will impose a new 17-gallon-per-minute pumping cap, metering, groundwater monitoring, reporting, and future authority to require additional measures or revoke the permit if

groundwater-basin effects occur. A project that requires a site-specific Soda Creek/public-trust analysis and new groundwater restrictions is not the paradigm of an ordinary Class 1/Class 4 project. At minimum, the record evidence required a real unusual-circumstances analysis, not a conclusory rejection of the exception. (CEQA Guidelines, § 15300.2 (c); *Berkeley Hillside Preservation v. City of Berkeley*, supra, 60 Cal.4th 1086.)

6. The cumulative-impact exception also bars categorical exemption.

CEQA Guidelines section 15300.2 (b) makes Class 1 and Class 4 exemptions unavailable where "the cumulative impact of successive projects of the same type in the same place, over time is significant." Since 2018. the County has been approving expansions in winery uses as a result of the Code Compliance Program with similar CEQA exemptions or limited environmental review. These approvals have added traffic and safety impacts along Silverado Trail and impacts on groundwater constraints in the same area. Yet, the County determined that these approvals do not result in a cumulative impact without identifying or analyzing any actual successive comparable projects before reaching that conclusion. (CEQA Guidelines, § 15300.2 (b).)

For all of these reasons, the County's categorical-exemption determination must be set aside. The County must evaluate this approval under the CEQA framework governing modifications to projects previously approved with a Negative Declaration—i.e., CEQA Guidelines sections 15064 (f)(7), 15162, and 15164—and determine, based on substantial evidence and the whole record, whether the prior Negative Declaration retains informational value and whether the proposed changes require a subsequent EIR, a subsequent negative declaration, an addendum, or other lawful further review.

E. Findings Unsupported by the Whole Record.

As explained in the letters in the attached **Exhibits A and B**, the Planning Commission's expressed or implied findings regarding consistency with applicable County Code requirements, compatibility with neighboring properties, adequacy of conditions of approval, or the absence of significant environmental and operational impacts, are not supported by substantial evidence in the whole record.

III. REQUESTED RELIEF.

For the reasons set forth above, Appellants respectfully request that the Board of Supervisors grant the appeal and do one or more of the following:

- Reverse the Planning Commission's approval of Application P19-00121-MOD and deny the requested modification;
- Remand the matter with instructions to provide legally adequate notice, conduct proper required CEQA review, and prepare findings supported by substantial evidence;

- Require the Applicant to demonstrate full compliance with existing conditions of approval before any modification is reconsidered;
- Restore or replace neighbor-protection and monitoring safeguards, including event notice and meaningful reporting requirements; and
- Require a clear evidentiary showing regarding parking, traffic, access, noise, and neighborhood compatibility before any intensification of winery operations is approved.

IV. RESERVATION REGARDING SUPPORTING EVIDENCE.

This appeal statement is intended to preserve the grounds expressly identified above. Appellants reserve the right to submit additional evidence, declarations, expert materials, and legal authorities in support of these stated grounds, consistent with Napa County Code section 2.88, the prehearing conference procedures, and any scheduling order issued by the Chair or Clerk.

V. EXHIBITS ATTACHED AND REQUIRED DOCUMENTS SUBMITTED.

- March 17, 2026 letter to the Planning Commission (**Exhibit A**).
- March 31, 2026 letter to the Planning Commission (**Exhibit B**).
- Ownership report and assessor map.
- Campaign Contribution Disclosure Form.
- Appeal Fee ($2,000 check).

EXHIBIT A

FENNEMORE.

Patricia E. Curtin
Director
pcurtin@fennemorelaw.com

1850 Mt. Diablo Blvd, Suite 340
Walnut Creek, California 94596
PH (510) 622-7660 | FX (510) 834-1928
fennemorelaw.com

March 17, 2026

Planning Commission
Napa County
1195 Third Street, Third Floor
Napa, CA 94559

Re: Planning Commission Meeting – March 17, 2026 – Item No. 8.A
Objections to Use permit Major Modification #P19-00121-MOD
Hagafen Cellars – 4160 Silverado Trail

Dear Chair Brunzell and other Commissioners:

We represent Mrs. Ariane Matschullat and Weathervane Ranch, LLC, owners of property adjacent to Hagafen Cellars, the applicant in the above-mentioned matter. Mrs. Matschullat resides at 4176 Silverado Trail (APN 039-130-001), which is contiguous to the northern boundary line of the Hagafen Cellars. Weathervane Ranch owners APN 039-130-003, which is contiguous to the eastern boundary of the Hagafen Cellars

Our clients oppose Hagafen's major modification application to its use permit that requires the winery to operate under specific conditions of approval ("**Application**"). The Application is at odds with an essential purpose of the Code Compliance Program adopted by the Napa County Board of Supervisors (the "**Board**") by Board Resolution No. 2018-164 (the "**Board Resolution**"). The Code Compliance Program is not intended to grant new and expanded entitlements if the applicants have willfully exceeded the limits of their conditions of approval.[1] That is the case here.

[1] The initial Board hearing on the proposed Code Compliance Program was held on November 12, 2017. PBES Director Morrison's Board Agenda Letter for that hearing explained the proposed bifurcation/decoupling concept. As set forth in that Agenda Letter, any permit application received before a set deadline (which eventually was designated as March 29, 2019) "that includes requests to both remedy existing violations and to expand existing entitlements would be 'decoupled' and subject to a two-step process. The first step would be the processing and a decision on those portions of the application that remedy existing violations. Once all outstanding violations have been addressed to the County's satisfaction, then and only then would the second step begin of processing and considering the requests for expanded entitlements."

Moreover, the Application cannot be considered by the Planning Commission until the County evaluates its potential environmental impacts as required by CEQA. That has yet to be done.

I. INTRODUCTION

Ordinances passed by the Board and reinforced by the Board Resolutions establishing the Code Compliance Program clearly express the Board's intention that expansion of entitlements unauthorized by a subsequent permit are not acceptable. *Napa County Code Section 18.16.020(I)*; *Board Resolution No. 2018-164 § 1(a)(iv)*. The Napa County Code sets forth in unequivocal language that "no expansion of uses" is permitted without express authorization. *Napa County Code § 18.16.020(I)*.

Napa County's Code Compliance Program seeks to remedy persistent ongoing failures of landowners to abide by their conditional use permits, while at the same time acknowledging that violations sometimes unintentionally arise from landowners' ignorance or misunderstanding of their use permits' conditions of approval.[2] At the same time, the Board recognized that bad actors exist and must be dealt with. During the hearings leading up to the adoption of the Board Resolution, it was noted that some winery owners were knowingly violating their permit. As stated by Supervisor Wagenknecht at the September 12, 2017, Board Meeting, "not all violations are equal and that is very clear."

During its two decades of operation, Hagafen Cellars has demonstrated a conscious disregard for compliance with the Conditions of Approval of its winery use permit. Other than applying for amnesty in March 2019 under the County's Code Compliance Program, the Applicant has shown no sincere interest in altering its ongoing course of behavior. The Applicant has continued to violate the conditions of approval of its winery use permit and exceed the limitations imposed by those conditions.

Despite the violations, Staff recommends approval allowing the violations to become "permitted." And even worse, Staff declared these violations (which result in the

[2] For example, Section 1(b) of the Board Resolution allows property owners who are unsure whether they are in compliance with their current conditions of approval "to voluntarily initiate a review by the County to determine the extent of their existing entitlements and/or permissible uses of their property." Section 1(b) also provides property owners a right to appeal an unfavorable decision by the PBES Director to the Board. Should such an appeal be unsuccessful, the deadline for submitting an Application under the Code Compliance Program is extended for an amount of time equal to the time required to process the status determination application (not to exceed 120 days).

intensification of the winery use) exempt from environmental review under CEQA. We ask the Commission not to approve these violations.

II. RELEVANT COUNTY CODE SECTIONS AND CODE COMPLIANCE PROGRAM PROVISIONS

In the AP district in Napa County "no expansion of [winery] uses or structures beyond those which were authorized by a use permit . . . shall be permitted except as may be authorized by a subsequent use permit issued pursuant to [the provisions of Title 18 (Zoning) of the Napa County Code]." *Napa County Code Section 18.16.020(I)*. The Board expressly intended that "significant [permit] violations" which include "visitation and marketing in excess of approved limits," along with "wine production in excess of approved limits" –are to be remedied and distinguished from proposed expansions. *Board Resolution No. 2018-164 § 1(a)(iv)*.

In assessing an application under the Code Compliance Program, the PBES staff report is required to "clearly distinguish between portions of a proposed project that are necessary to remedy existing significant violations, and those portions of a proposed project that would expand beyond current levels of operation." *Board Resolution § 1(a)(iv)*. "Visitation or marketing in excess of approved limits" is defined in Board Resolution § 1(a)(iv) as a significant violation.

III. THE OPERATIVE CONDITIONS OF APPROVAL

Hagafen Cellars use permit conditions of approval (Use Permit Modification #99477-MOD; the "**Operative COAs**") were established in June 2000 pursuant to a settlement agreement that resolved litigation challenging the initial conditions of approval from 1999 (Use Permit #97219).

The only changes to the Operative COAs since June 2000 were the result of a Very Minor Modification (P18-00081) that was approved by the Zoning Administrator in 2018 (the "**Very Minor Modification**"). (The Very Minor Modification application was in itself a violation of the Operative COAs, as discussed below in this letter.

And now, the Applicant seeks to modify the Operative COAs to further intensify the uses at the winery and specifically increase the number of visitors allowed, and expand operational and retail hours, despite the many violations of these conditions and others.

IV. OVERVIEW OF THE VIOLATIONS

As set forth in below, it appears that the visitation and marketing events taking place at Hagafen Cellars have for many years exceeded the approved limits of the Operative COAs and constitute significant violations under the Code Compliance Program. Accordingly, those violations must be decoupled from the portions of the Application that would expand beyond current levels of operation, and the PBES staff's recommendations for dealing with those violations must be considered separately by the Planning Commission.

The initial Board meeting that resulted in the Board Resolution adopting the Code Compliance Program took place on September 12, 2017. From the outset, a significant policy theme emerged. As Supervisor Wagenknecht stated at that hearing, "there are some that are clearly gaming the community for a long time." Supervisor Wagenknecht added that he "would like to have [such violations] internally decoupled."

To support this policy, the Board established that violations must be addressed before requests for expanded uses are considered. As Supervisor Gregory stated at the Board Meeting on December 4, 2018, "[t]his isn't changing the way we do status determinations. This isn't even changing parts of how the compliance program works. This is simply putting an end to considering compliance problems without serious penalty." At that same meeting, PBES Director Morrison also directly addressed this point:

> "There have been concerns that there are too many loopholes for non-compliant wineries. There are no loopholes. Either landowners with violations come in to the County to voluntarily comply by the deadline, or they're required to immediately comply after the deadline. In either case, they are required to comply. It's that simple. There's comments and concerns that non-compliant wineries receive preferential treatment. Projects that have violations may be subject to fines and penalties as well as repayment of staff costs. Decisions on projects would require a separate set of recommendations and decisions for those portions of the project that deal with violations. . . . The process does not give any preference to violating landowners."

Taken together, these policy directions indicate a desire to deal firmly with the bad actors of the wine industry, in order to rein in the behavior of some winery owners who knowingly exceed their existing use permit conditions of approval and hope not to get caught, in contrast to those winery owners who do the right thing by applying to the County

in advance for approval of proposed expansions in use. Hagafen Cellars is a clear example of the former type of winery owner.

V. EXISTING SIGNIFICANT VIOLATIONS BY HAGAFEN CELLARS

A. Violations of Operative COA No. 2.

Operative COA No. 2 states in part as follows:

> "A maximum of twelve (12) event/year are allowed, which includes any events authorized pursuant to the Temporary Event Ordinance and shall not exceed four (4) hours in length. Except for the 'harvest' event and events as may specifically be authorized pursuant to the Temporary Event Ordinance, no picnicking, outdoor dining, or outdoor wine tasting shall be permitted and no outside marketing activities shall involve amplified music. All events shall cease by 10:00 PM (including cleanup) except the events specified above as ending at 10:00 PM shall complete cleanup by 11:00 PM."

Neighbors have observed numerous events at the winery over the years that appear inconsistent with the permitted limits. The County's temporary event permit records show only 13 such permits issued between 2004 and 2014, suggesting that additional events occurred without the required permits.[3] The logical conclusion is that many marketing events have been held at Hagafen Cellars since 2000 in violation of the Operative COAs.

Operative COA No. 2 further states as follows:

> The individuals on the attached mailing notice list shall be provided with written notice, a minimum of ten (10) days, in advance of any and all of the twelve (12) events that can occur each year.

The Applicant has been in continual violation of this provision. Our clients have never received such written notices from Hagafen Cellars nor, based on the clients' conversations with a number of their neighbors whose names are also on the mailing notice list, neither have those neighbors received the required notices.

[3] In 2004, 2 temporary event permits were issued, followed by 2 in 2005, 1 in 2006, 2 in 2007, 2 in 2008, 2 in 2009, 1 in 2010, and 1 in 2014, for a total of 13 temporary event permits.

B. Violations of Operative COAs No. 3(a) and No. 8.

Operative COA No. 3(a) states in part as follows:

> Tours of the winery and/ or tasting of wine **shall be by appointment only . . . and shall be limited to** members of the wine trade, persons invited by the winery who have pre-established business or personal relationships with the winery or its owners, **and persons who have made unsolicited prior appointments for tours or tastings.**" (Bold added.)

Operative COA No. 8 states in part as follows:

> "A sign specifying the hours and days of tours and tastings and retail sales complying with all applicable County ordinances regarding signing shall be posted along Silverado Trail."

Hagafen Cellars initially complied with the signage requirements by placing metal plaques on each of the two entry structures flanking the driveway entrance from Silverado Trail. As required, the signs read "Tours and Tastings by Prior Appointment Only."

Sometime thereafter, however, Hagafen Cellars removed the required signage. The gradual way in which Hagafen Cellars went about this removal is emblematic of the Applicant's pattern of behavior. Photos taken over the years (see **Exhibit A**) reveal the following sequence of changes.

Sometime thereafter, the signs were removed by Hagafen Cellars in violation of Operative COA No. 8 and never replaced. Foliage was positioned by the Applicant in front of the left entry structure in an attempt to disguise the absence of the required signage on that entry structure.

Next, an electrical transformer was positioned in front of the left entry structure to make the empty space where the sign used to be less obvious.

More recently, two new plaques were placed on the two front entry structures where the required signs were initially placed in 2000. However, instead of reading as required by Operative COA No. 8, the new signs simply read "Hagafen Cellars." In addition, for a period of time during the summer of 2021, a two-sided sandwich-board type sign was placed near the front of the right entry structure. The sign read "OPEN New Releases" without any mention that tours and tastings are by prior appointment only.

Given the above sequence of events, it strains credulity to believe that the Applicant has been strictly complying with the prior-appointment provisions of the Operative COAs.

Hagafen Cellars should be required to restore the required signage to both the left and right entry structures, and to comply fully with the prior-appointment provisions of the Operative COAs. The Applicant should further be required to verify its compliance by maintaining detailed records and providing them to the County on an ongoing basis.

C. **Violation of Setback Requirements of Operative COA No. 14.**

Operative COA No. 14 states in part as follows:

> All required aboveground water storage tanks . . . shall be screened from views of adjacent properties by a visual barrier consisting of fending and/or dense landscaping.

There is presently no screening of either the aboveground water tank shown in the initial drawings, or the second aboveground water tank that appears to have been added later.

D. **Violation of Operative COA No. 17.**

Operative COA No. 17 states in part as follows:

> All facilities of the winery, including offices, shall be for the exclusive use of the on-site winery. No overnight accommodations are permitted.

Photos taken by a County inspector during a code violation inspection of the interior of the winery show a bed situated on the second floor of the winery. It is obvious from these photos that the winery building was being used for overnight accommodations in violation of Operative COA No. 17. On April 23, 2019, during an inspection that identified certain health and safety issues, the County inspector observed this violation and ordered the Applicant to cease such prohibited uses.

Our clients request that the Planning Commission direct County Inspectors to perform unannounced spot inspections of the Winery facilities from time to time to ensure that such prohibited uses have not been resumed by the Applicant.

VI. OTHER USE PERMIT VIOLATIONS

A. Misuse of the Very Minor Modification Process.

There has been only one modification of the Hagafen Use Permit since 2000. It was initiated by Hagafen Cellars' March 6, 2018, "Request for very Minor/Minor Modification."

The Applicant's request "to serve wine to our visitors in our existing outdoor trellis areas . . . including picnicking" disingenuously failed to mention that Operative COA No. 2 expressly prohibits "picnicking, outdoor dining, or outdoor wine tasting" except for "the 'harvest' event and any events as may specifically be authorized pursuant to the Temporary Event Ordinance."

The Applicant's request was misleading and resulted in the County's approval of an expansion of uses in violation of the express provisions of Operative COA No. 2, which limitations have been in place since June 2000.

The Applicant attempted to justify its request for outdoor consumption of wine in the patio area by referring to a 2009 amendment to California Business & Professions ("B&P") Code Section 23358 allowing "on-premises consumption of wine produced on-site and purchased from the winery." But the 2009 amendment did not change the fact that language in Operative COA No. 2 prohibits outdoor wine tasting (as well as picnicking and outdoor dining) except for the harvest event and events specifically authorized pursuant to the Temporary Event Ordinance. As a result, on-premises consumption of Hagafen Cellars' wine produced on the premises is extremely limited, as are picnicking and outdoor dining.

It is clear that Hagafen Cellars has chosen to ignore some of the strict requirements imposed by Operative COA No. 2. But the Very Minor Modification Conditions of Approval neither supersede nor eliminate the limitations set forth in Operative COA Section 2. Subdivision (e) of B&P Code Section 23358 expressly so provides: "Nothing in this section [23358] . . . is intended to alter, diminish, replace, or eliminate the authority of a county, city, or city and county from exercising land use regulatory authority by law to the extent the authority may restrict, but not eliminate, privileges afforded by [Section 23358]." The amendment to B&P Code Section 23358 that was made as a result of Assembly Bill 2004 allowing "on-premises consumption of wine produced on-site and purchased from the winery" did not change the fact that Operative COA No. 2 PROHIBITS outdoor wine tasting (as well as picnicking and outdoor dining) except for the harvest event and events specifically authorized pursuant to the Temporary Event Ordinance.

The Zoning Administrator's approval of this portion of the Very Minor Modification should never have occurred without reference being made to the continuing applicability of the limitations set forth in Operative COA No. 2. The Very Minor Modification should be modified by the Planning Commission to make it abundantly clear that those limitations remain in full force and effect.

B. Traffic and Parking Impacts.

Visitation, retail sales and marketing events in excess of approved limits of the Applicant's Operative COAs will have an environmental impact on the amount of traffic generated by visitors to Hagafen Cellars and cast doubt on whether the number of onsite parking spaces are adequate for this increase. Staff asserts the increase in visitors (seeking to allow an additional 1,894 visitors/year), along with the increase in operational hours and retail sales (seeking to operate 7 days/week) will not possibly cause *any* new significant environmental impacts, even on traffic. But Staff provides no data to support this assertion. The only assertion made is that these increases in use are exempt from CEQA because there is no possibility that they may cause an impact (addressed further below).

We request that Staff take a closer look at this issue. During the Board's hearings leading up to the adoption of the Board Resolution, the Board repeatedly stressed that key considerations of the Code Compliance Program include safety concerns. Increased levels of traffic directly caused by increased visitation and marketing events in excess of the permitted amounts directly raise such safety concerns here. Given the narrow two-lane roads that dominate the Napa Valley, it is logical to infer that visitations in excess of winery use permit conditions of approval increase automobile traffic and raise serious safety issues.

Chicken Coop Using Boundary Fence as Part of the Enclosure.

The above-referenced County staff inspection of April 23, 2019, also identified a health and safety issue regarding the use of an extension cord at the north side of the winery in violation of 2016 California Fire Code ("CFC") section 605.5.[4] County staff directed the Applicant to discontinue using the extension cord. If the Applicant has not already done so, the Applicant should be required to do so now.

[4] **605.5 Extension cords.** Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

VII. THE COUNTY MAY NOT USE ONGOING PERMIT VIOLATIONS AS THE ENVIRONMENTAL BASELINE UNDER CEQA

A. The CEQA Baseline Must Reflect Lawfully Authorized Operations.

CEQA requires that environmental impacts be measured against the existing environmental setting, which normally reflects the physical conditions at the time environmental review begins. (CEQA Guidelines §15125(a).) However, courts have made clear that the baseline must be reasonable and supported by substantial evidence, and agencies may not adopt a baseline that distorts the environmental analysis or masks project impacts. The California Supreme Court has held that the baseline must represent "the real conditions on the ground" in a manner that allows meaningful analysis of environmental change. (Communities for a Better Environment v. South Coast Air Quality Management District (2010) 48 Cal.4th 310, 322–328.)

Where existing operations exceed legally authorized levels, using those unlawful operations as the baseline improperly hide the environmental impacts of the proposed project. In such cases, courts have required agencies to use a baseline that reflects lawfully permitted operations rather than ongoing violations.

B. The Proposed "Recognition" of Existing Activities Would Legalize Ongoing Violations.

Hagafen Cellar's application seeks approval of activities that exceed the limits established in the Operative COAs, including:

Category	Current Permit	Proposed Recognition
Days of operation	Mon–Fri, Sun	Mon–Sun
Retail sales	Mon–Thu, Sun	Mon–Sun
Visitors/day	25	60
Visitors/week	150	311

Category	Current Permit	Proposed Recognition
Annual visitors	7,825	9,719

The winery also seeks approval for:

- use of a previously unapproved 720-square-foot storage room
- removal of monitoring and reporting conditions
- removal of notice requirements to affected neighbors

Importantly, these expanded activities were already occurring in violation of the existing permit prior to the filing of the application. These unauthorized activities cannot be "recognized" as the existing condition, which would then become the CEQA baseline.

C. Using the Violation-Based Baseline Would Improperly Mask Environmental Impacts.

If the County adopts the unlawful operations as the baseline, the CEQA analysis will show little or no environmental change, even though the project substantially expands the intensity of use beyond what was approved.

Measured against the Operative COAs, the proposed project represents a substantial increase in activity:

- 140% increase in daily visitation (25 → 60 visitors)
- 107% increase in weekly visitation (150 → 311 visitors)
- Expanded operations to seven days per week
- Expanded retail operations

These changes have clear potential to increase:

- traffic on local rural roads
- noise and activity levels
- parking demand
- visitor-related impacts on neighboring residential properties

Using the unlawful operational level as the baseline would erase these impacts from the CEQA analysis, contrary to CEQA's fundamental purpose of informing decision-makers and the public of environmental consequences.

Given that the proposal would increase annual visitation, expand operating days, and intensify retail activity, it is self-evident that additional vehicle trips will be generated. Increased traffic volumes and parking demand are reasonably foreseeable consequences of increased visitation. At a minimum, these changes raise a fair argument that the project may result in environmental impacts related to traffic and parking thereby requiring CEQA review.

D. CEQA Does Not Allow Applicants to Benefit from Their Own Permit Violations.

Courts have cautioned that CEQA cannot be used to retroactively legitimize unlawful activities. If agencies were permitted to adopt violation-based baselines, project applicants could:

1. expand operations beyond permit limits
2. create a new "existing condition"
3. seek approval based on that condition

Such an approach would reward noncompliance and undermine both CEQA and local permitting enforcement. The California Supreme Court in Communities for a Better Environment emphasized that baselines cannot be manipulated in ways that obscure the project's true environmental impacts.

Similarly, courts have held that agencies must avoid baselines that artificially minimize environmental change. (Sunnyvale West Neighborhood Assn. v. City of Sunnyvale (2010) 190 Cal.App.4th 1351.)

E. Removal of Monitoring Conditions Further Undermines Environmental Oversight.

The project also proposes removal of several permit conditions that currently ensure monitoring and transparency, including requirements for:

- annual visitation reports
- grape sourcing reports
- annual wine production reporting
- notice to affected neighbors

These conditions serve an important role in ensuring compliance with the winery's approved operational limits. Eliminating these monitoring requirements while simultaneously expanding operations would reduce the County's ability to verify compliance and detect environmental impacts. This reduction in oversight raises additional concerns under CEQA, which requires enforceable mitigation measures and monitoring programs. (Public Resources Code §21081.6.)

For these reasons, the Commission must:

1. Reject the proposed baseline based on existing unauthorized operations.

2. Use the winery's permitted operational limits under Use Permit No. 99477 as the CEQA baseline.

3. Conduct a full environmental analysis of the impacts associated with the proposed expansion of visitation, retail operations, and facility use.

Only by using the legally permitted operational level as the baseline can the County ensure that CEQA review accurately discloses the environmental impacts of the proposed project.

VII. CONCLUSION

The Applicant seeks to portray itself as a small, family-owned winery whose activities in violation of its conditions of approval should be excused and forgiven by the

County. But to do so would require the County to condone the Applicant's numerous violations of its Conditions of Approval over the past 20-plus years.

That is precisely the sort of behavior the Code Compliance Program is designed to correct rather than reward. To excuse such behavior by the Applicant would do a great disservice to the other winery owners who have sought County approval in advance when they wished to exceed their existing gallonage limitations or the existing visitation and marketing limits of their current use permits.

As Supervisor Wagenknecht observed in 2017 during the Board's sessions leading up to the adoption of the Code Compliance Program, the Program is composed of two parts: a violation process and an expansion process. That should be the path the Planning Commission follows here.

Hagafen Cellars should be required to strictly comply with its existing Conditions of Approval and to demonstrate over a meaningful period of time ***such as two years*** that it has done so before being allowed to submit any new applications to the County for modification or expansion of its existing Conditions of Approval.

At a minimum, the Commission should require the winery to demonstrate sustained compliance with its existing permit conditions before considering any expansion of its operational limits.

Sincerely,

FENNEMORE LLP

Patricia E. Curtin

PCUR

cc: Emily Hedge, Planner III
Clients

45804760.1/062377.0001

Curtin, Patricia

From:	Curtin, Patricia
Sent:	Wednesday, March 18, 2026 11:24 AM
To:	meetingclerk@countyofnapa.org
Subject:	FW: Letter opposing Hagafen Winery - Planning Commission Meeting for March 18 re: Hagafen Winery
Attachments:	Ltr to Napa County Planning Commission re Hagafen Cellars 2024-03-05(45804760.1).pdf

From: Curtin, Patricia
Sent: Wednesday, March 18, 2026 11:23 AM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>; Gallina, Charlene <Charlene.Gallina@countyofnapa.org>
Cc: Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: Letter opposing Hagafen Winery - Planning Commission Meeting for March 18 re: Hagafen Winery

Here please find the neighbors opposition letter to the increased continuation of winery usage by Hagafen Cellars.

From: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Sent: Wednesday, March 18, 2026 10:02 AM
To: Curtin, Patricia <pcurtin@fennemorelaw.com>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: RE: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

Yes. You only need to raise your hand if you would like to speak.

Thank you,
Emily

A Tradition of Stewardship
A Commitment to Service

Emily Hedge
Planner III
Planning, Building, & Environmental Services
Napa County
Phone: 707-259-8226

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

From: Curtin, Patricia <pcurtin@fennemorelaw.com>
Sent: Wednesday, March 18, 2026 9:57 AM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>;

beth@bpnapa.com
Subject: RE: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

[External Email - Use Caution]

But only if I need to talk right?

Patricia E. Curtin, Director
T: 510.622.7660 | F: 510.834.1928
pcurtin@fennemorelaw.com

From: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Sent: Wednesday, March 18, 2026 9:56 AM
To: Curtin, Patricia <pcurtin@fennemorelaw.com>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: RE: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

Good morning.
Please click "raise hand".

Thank you,
Emily

Emily Hedge
Planner III
Planning, Building, & Environmental Services
Napa County
Phone: 707-259-8226

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

From: Curtin, Patricia <pcurtin@fennemorelaw.com>
Sent: Wednesday, March 18, 2026 9:50 AM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: RE: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

[External Email - Use Caution]

I am on the zoom but there was no place to be in naming convention. I assume if I need to speak I hit "raise hand."

Patricia E. Curtin, Director
T: 510.622.7660 | F: 510.834.1928
pcurtin@fennemorelaw.com

From: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Sent: Tuesday, March 17, 2026 11:56 AM
To: Curtin, Patricia <pcurtin@fennemorelaw.com>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: RE: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

Hi Patricia,
For the meeting tomorrow staff intends to open the public hearing and present the item. We will note the request for a continuance and recommend continuing to the April 1st hearing.

You can join the meeting through the link in the agenda.
3. Watch on Zoom using the attendee link: https://countyofnapa.zoom.us/j/87621457786.
Make sure the browser is up-to-date.

Please use the following naming convention when joining.
Item # 8A, Hagafen Winery – First Name Last Name

I will provide our meeting clerk your name and email address so they will know to look for you should you want to speak.

Thank you,
Emily

A Tradition of Stewardship
A Commitment to Service

Emily Hedge
Planner III
Planning, Building, & Environmental Services
Napa County
Phone: 707-259-8226

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

From: Curtin, Patricia <pcurtin@fennemorelaw.com>
Sent: Monday, March 16, 2026 4:16 PM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Cc: Gallina, Charlene <Charlene.Gallina@countyofnapa.org>; Ariane Matschullat <amhm46@gmail.com>; beth@bpnapa.com
Subject: Confirming Item 8.A continuance of Planning Commission Meeting for March 18 re: Hagafen Winery

[External Email - Use Caution]

Hello Emily-

As you know, we represent Arian Matschullat and Weathervane Ranch, adjoining property owners to Hagafen Cellars. I am following up on the voice mail I just left re the Planning Commission meeting this Wednesday, March 18 on Hagafen's request to modify its Use Permit (Item 8.A). I spoke to Beth Painter this afternoon and our clients would like the time to have a meeting to see if they can resolve their issues. She informed me that she spoke to you as well to request the PC hearing be continued to April 1 to allow for the meetings. I since learned my client is not available on April 1 so there may be a need to continue the hearing to April 15. But that continuance can be made at the April 1 meeting if necessary.

Can you please forward the zoom link to the meeting that allows me to participate if needed. Thank you.

Patricia E. Curtin, Director
T: 510.622.7660 | F: 510.834.1928
pcurtin@fennemorelaw.com

From: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Sent: Friday, March 13, 2026 4:02 PM
To: Curtin, Patricia <pcurtin@fennemorelaw.com>
Cc: amhm46@gmail.com; Gallina, Charlene <Charlene.Gallina@countyofnapa.org>
Subject: RE: Notice of Planning Commission Meeting for March 18 re: Hagafen Winery

Patricia,
The Planning Commission will consider the request and provide direction to staff at the meeting. Additional comments received before Tuesday at 4pm will be provided to the commissioners that afternoon prior to the hearing. Comments received after that will be provided the morning of. I will also send your email to the applicant and their consultant, so they are aware of your initial questions.

I'd be happy to discuss any questions you have before the meeting.

Thank you,
Emily

From: Curtin, Patricia <pcurtin@fennemorelaw.com>
Sent: Wednesday, March 11, 2026 6:52 PM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Cc: amhm46@gmail.com; Gallina, Charlene <Charlene.Gallina@countyofnapa.org>
Subject: Re: Notice of Planning Commission Meeting for March 18 re: Hagafen Winery

[External Email - Use Caution]

Emily, thank you so much for getting back to me. We were asked to be put on notice both Darien Keyes and me and we have documentation to support our requests. So we will not know if the request will be granted until the planning commission occurs?

Patricia E. Curtin, Director
T: 510.622.7660 | F: 510.834.1928
pcurtin@fennemorelaw.com

From: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Sent: Wednesday, March 11, 2026 5:03:24 PM
To: Curtin, Patricia <pcurtin@fennemorelaw.com>
Cc: amhm46@gmail.com <amhm46@gmail.com>; Gallina, Charlene <Charlene.Gallina@countyofnapa.org>
Subject: RE: Notice of Planning Commission Meeting for March 18 re: Hagafen Winery

Patricia,
Your request for a continuance and the attached comments have been received and will be provided to the Planning Commissioners.

I apologize that you were not contacted directly. It was my understanding that Mr. Buehl was the primary contact for the neighbor. He was emailed a copy of the public notice and notice of the availability the staff report on Friday March 6th (stbuehl@gagenmccoy.com).

The agenda and staff report for the March 18th meeting is available at: Napa County - Calendar

I am a little unclear on the questions written on the notice, but I've provided some information below. I would be happy to discuss the comments and anything that may come up with your review of the staff report.

- Code violations. The project was submitted in the Code Compliance Program in 2019 and permitted to continue operations while the application is in process. See the staff report for additional information. Violations related to building and fire code items have been resolved through the issuance of building permits and corrective actions. The only outstanding item (storage room in the winery building) requires approval by the Planning Commission prior to obtaining necessary permits.

- The home was rebuilt following the 2018 fires, under building permit B19-01370. A residence may be rented, as long as it is for a minimum of 30 days.

- Water usage is discussed in the staff report.

- The required notice for the public hearing is 10 days. The notice was published in the Napa Valley Register on March 5th. Our meeting clerk mailed the notice on March 4th. Notices were mailed to your client at three addresses based on the current Assessor's Records and two addresses associated with the prior approval.

Matschullat Ariane M. H. Etal
38 Vineyard Ln
Greenwich CT 06831-3714

Matschullat, Robert W. and Ariane M.H.
4176 Silverado Trail
Napa, CA 9455

Matschullat, Robert W. and Ariane M.H.
46 Vineyard Lane

Greenwich, CT 06830
039-130-001

Thank you,
Emily

Emily Hedge
Planner III
Planning, Building, & Environmental Services
Napa County
Phone: 707-259-8226

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

From: Curtin, Patricia <pcurtin@fennemorelaw.com>
Sent: Tuesday, March 10, 2026 2:18 PM
To: Hedge, Emily <Emily.Hedge@countyofnapa.org>
Cc: Ariane Matschullat <amhm46@gmail.com>
Subject: Notice of Planning Commission Meeting for March 18 re: Hagafen Winery

[External Email - Use Caution]

Emily-

We just received from our client, Arianne Matschullat, the attached notice of a hearing before the Planning Commission on March 18. Our offices never revised he Notice event though we are a party of interest and have been communicating with the County for years on this matter. Can we please postpone this hearing so we can be properly prepared? We are the Party who brought the violations by Ernie Weir/Hagafen Winery to the County's attention shortly after the issuance of the original in June 2000. Ms. Matschullat is the adjoining neighbor to the north of the Hagafen Winery at 4147 Silverado Trail.

Please provide us notice of all hearings and meetings that involve the Hagafen Winery at 4160 Silverado Trail.

Thank you.

Patricia E. Curtin
Director

FENNEMORE.

2185 N California Boulevard, Suite 240, Walnut Creek, CA 94596
T: 510.622.7660 | F: 510.834.1928
pcurtin@fennemorelaw.com | View Bio



CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

EXHIBIT B

FENNEMORE.

Patricia E. Curtin
Director
pcurtin@fennemorelaw.com

2185 N California Boulevard, Suite 240
Walnut Creek, California 94596
PH (510) 834-6600 | FX (510) 834-1928
fennemorelaw.com

March 31, 2026

Planning Commission
Napa County
1195 Third Street, Third Floor
Napa, CA 94559

Re: Item No. 7.A – Hagafen Cellars Winery Use Permit Major Modification (P19-00121-MOD)
Objection; Request for Continuance or Denial

Dear Chair Brunzell and Members of the Commission:

We represent Ariane Matschullat and Weathervane Ranch, LLC, owners of properties immediately adjacent to Hagafen Cellars. Hagafen Cellar (Applicant) is seeking major modifications to its Use Permit. We previously submitted a detailed objection letter dated March 17, 2026, which is incorporated herein by reference. This letter supplements and reinforces that submittal.

I. REQUEST FOR TWO WEEK CONTINUANCE.

The parties are currently engaged in active negotiations regarding conditions of approval that directly affect neighboring properties. Despite this, the Applicant has refused to agree to a brief, two-week continuance to allow those negotiations to conclude. The parties previously requested a continuance of the March 18 hearing with the understanding—communicated at that time—that additional time beyond April 1 might be necessary due to scheduling constraints of the neighboring property owners. The Applicant raised no objection at that time, but now refuses to support a short continuance, thereby undermining the parties' ongoing good faith efforts to resolve outstanding issues.

This position is particularly unreasonable given the procedural history. The Applicant waited approximately eight (8) years to pursue this modification—and decades after first violating its Conditions of Approval—to seek authorization of those violations. Having delayed for years, the Applicant cannot credibly claim prejudice from a brief continuance to allow affected neighbors a meaningful opportunity to address legitimate concerns.

Rather than engaging in good faith resolution, the Applicant now seeks to force approval of an application that would codify longstanding violations, despite years of objections from

neighboring property owners. This approach reflects a continued disregard for those neighbors and effectively attempts to impose the impacts of noncompliance without affording them a fair opportunity to resolve outstanding issues. The Commission should not endorse that result and should grant a continuance.

II. NOTICE DEFICIENCIES AND DUE PROCESS VIOLATIONS.

The County's compliance with public notice requirements is unclear and appears deficient. The staff report indicates that a "Courtesy Notice" was sent in November 2020, more than five years prior to the current hearing.

For a Planning Commission hearing, the County Code requires that mailed notice of a public hearing be provided to property owners within the required radius (typically 1,000 feet) in advance of the actual hearing. Reliance on a courtesy notice (assuming this was for the hearing) issued years earlier does not satisfy this requirement.

If updated notice was not properly provided in connection with this hearing, proceeding would violate both Napa County Code and fundamental due process requirements.

At a minimum, the uncertainty regarding proper notice provides an independent and sufficient basis to continue the hearing to ensure that all affected property owners receive proper notice and an opportunity to be heard.

III. THE APPLICATION IMPROPERLY SEEKS TO LEGALIZE LONGSTANDING VIOLATIONS.

The record is clear: the Applicant has operated in violation of its Conditions of Approval for years. Rather than correcting those violations, the Applicant now seeks to have them "recognized" and approved. As the staff report confirms, the application would authorize:

- A 140% increase in daily visitation (25 → 60 visitors)
- A doubling of weekly visitation (150 → 311 visitors)
- Expansion to seven-day operations
- Expanded retail activity

These represent a substantial intensification of use.

Napa County Code and the Board's Code Compliance Program require that violations be remedied—not converted into new entitlements. Approval here would reward noncompliance and undermine the County's enforcement framework.

IV. FAILURE TO REQUIRE COMPLIANCE WITH EXISTING CONDITIONS.

The operative Conditions of Approval—established through a court-approved settlement—remain binding.

The Applicant should be required to comply with those conditions, including:

- visitation limits,
- appointment-only tastings,
- restrictions on outdoor activities,
- neighbor notice requirements, and
- monitoring and reporting obligations.

Instead, the application proposes to eliminate key safeguards, including neighbor notice and reporting requirements. Given the Applicant's history, removal of these protections would significantly impair enforcement and prejudice adjacent property owners.

V. CEQA VIOLATIONS – IMPROPER BASELINE AND UNLAWFUL EXEMPTION.

The County proposes to treat this project as categorically exempt from CEQA. That determination is legally flawed.

The project increases visitation, expands operational days, and intensifies use in a manner that will foreseeably increase traffic, noise, and neighborhood impacts. At a minimum, this satisfies the fair argument standard.

Further, the County improperly relies on unlawful existing operations as the CEQA baseline, masking the project's true impacts. Courts have repeatedly rejected this approach.

Approval on this basis exposes the County to substantial litigation risk.

VI. REQUIRED ACTION.

For the reasons stated above and in our prior submittal, we respectfully request that the Commission:

1. Continue this item to allow completion of negotiations and to ensure proper notice is provided;

OR, IN THE ALTERNATIVE:

2. Deny the requested Use Permit Modification; and

3. Require the Applicant to demonstrate full compliance with existing Conditions of Approval before any modification is considered.

Very truly yours,

FENNEMORE LLP

Patricia E. Curtin

PEC/slk

cc: Clients

OWNERSHIP LIST

CERTIFICATION FORM

Attached to this certification form is a list of all property owners within a 1000 **-foot radius of the subject property as obtained from the latest** Napa **County Assessment Rolls.**

This list is certified to be true and correct to the best of my knowledge and belief.

Property Located at:

4160 Silverado Trail
Napa CA 94558
Apn# 039-130-002

Signed:

Dana Othind **Dated** 9/29/2026

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of document.

Dana Othind
Atlas Radius Maps
684 S. Gentry Lane
Anaheim, CA 92807
(714) 906-3168

STATE OF CALIFORNIA)

COUNTY OF Orange **)**

On this 24th **day of** April, 2026 **before me,** Thaniel Davidson, **a Notary Public, personally appeared** Dana Othind **who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.**

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS My hand and official seal

Thaniel Davidson
Signature

MGC1 THANIEL DAVIDSON COMM. # 2446462 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY COMM. EXPIRES MAY 9, 2027 MGC1

039-100-001 1
GOLDEN STATE INCOME FUND IV LLC
4223 SILVERADO TRL
NAPA CA 94558

039-100-002 2
TAMARA MILLER
102 WHITE OAK CIR
PETALUMA CA 94952

039-100-003 3
JASON & KATHERINE AARON
4205 SILVERADO TRL
NAPA CA 94558

039-100-004 4
SKIP & MARTIN KARABIAN
4195 SILVERADO TRL
NAPA CA 94558

039-100-005 5
NIESAR FAMILY VINEYARD LLC
4185 SILVERADO TRL
NAPA CA 94558

039-100-006 6
SANDRA M SUNDIN
4163 SILVERADO TRL
NAPA CA 94558

039-100-007 7
JOSEPH & WENDY BELTRAMI
4161 SILVERADO TRL
NAPA CA 94558

039-100-008 8
ROBERT JORDAN
4165 SILVERADO TRL
NAPA CA 94558

039-100-010 9
STEPHEN M ELLSWORTH
4171 SILVERADO TRL
NAPA CA 94558

039-130-001 10
ARIANE M H MATSCHULLAT
38 VINEYARD LN
GREENWICH CT 6831

039-130-002 11
NORMAN E & IRIT D WEIR
4160 SILVERADO TRL
NAPA CA 94558

039-130-003 12
WEATHERVANE RANCH LLC
38 VINEYARD LN
GREENWICH CT 6831

039-130-007 13
OSCAR & DENISE M RENTERIA
1221 SODA CANYON RD
NAPA CA 94558

039-130-008 14
ANNA MARIE SCADUTO
1207 SODA CANYON RD
NAPA CA 94558

039-130-009 15
FREDERICK & VICKI REINELL
PO BOX 3229
NAPA CA 94558

039-130-010 16
BRANT ROSCOE
1201 SODA CANYON RD
NAPA CA 94558

039-130-015 & 032 17-18
JOHN & PAMELA L HLIVKA
1169 SODA CANYON RD
NAPA CA 94558

039-130-027 19
RON J & JAYNA D SPITERI
1165 SHADY OAKS DR
NAPA CA 94558

039-130-028 20
RAYMOND J PITTMAN
2555 UNION ST
SAN FRANCISCO CA 94123

039-130-031 & 034 21-22
RAYMOND & JYOTI PITTMAN
2555 UNION ST
SAN FRANCISCO CA 94123

039-130-033 23
BRANT ROSCOE
1201 SODA CANYON RD
NAPA CA 94558

039-130-036 24
SUSAN C BURCHILL
1370 TRANCAS ST #169
NAPA CA 94558

039-140-032 25
DAVID & LISA SCHUEMANN
1135 SODA CANYON RD
NAPA CA 94558

039-390-001 26
EMMOLO FAMILY VINEYARD LLC
1083 GALLERON RD
SAINT HELENA CA 94574

039-390-009 27
4110 SILVERADO TRAIL LLC
338 SPEAR ST #33C
SAN FRANCISCO CA 94105

039-390-010 28
CATHERINE J FURTADO
4239 TERRACE ST
OAKLAND CA 94611

039-390-011 29
ROCKMERE VINEYARDS LLC
4130 SILVERADO TRL
NAPA CA 94558

039-390-012 30
THOMAS & KATHLEEN FAZEKAS
3322 CLAY ST
SAN FRANCISCO CA 94118

039-390-021 31
DELICATO VINEYARDS LLC
12001 S HIGHWAY 99
MANTECA CA 95336

039-400-005 32
SAMUEL E GITTINGS
4311 SILVERADO TRL
NAPA CA 94558

039-400-076 33
GEORGE ALTAMURA
21 VISTA RANCH RD
NAPA CA 94558

039-400-084 34
DARIOUSH KHALEDI WINERY LLC
4240 SILVERADO TRL
NAPA CA 94558

039-590-002 35
KIARASH & BORMAN BEHNIA
4220 SILVERADO TRL
NAPA CA 94558

039-590-003 36
SAM J & NANCY LAMONICA
4190 SILVERADO TRL
NAPA CA 94558

039-590-004 37
GUNTHER & GRANDFIELD HUFNAGL
4180 SILVERADO TRL
NAPA CA 94558

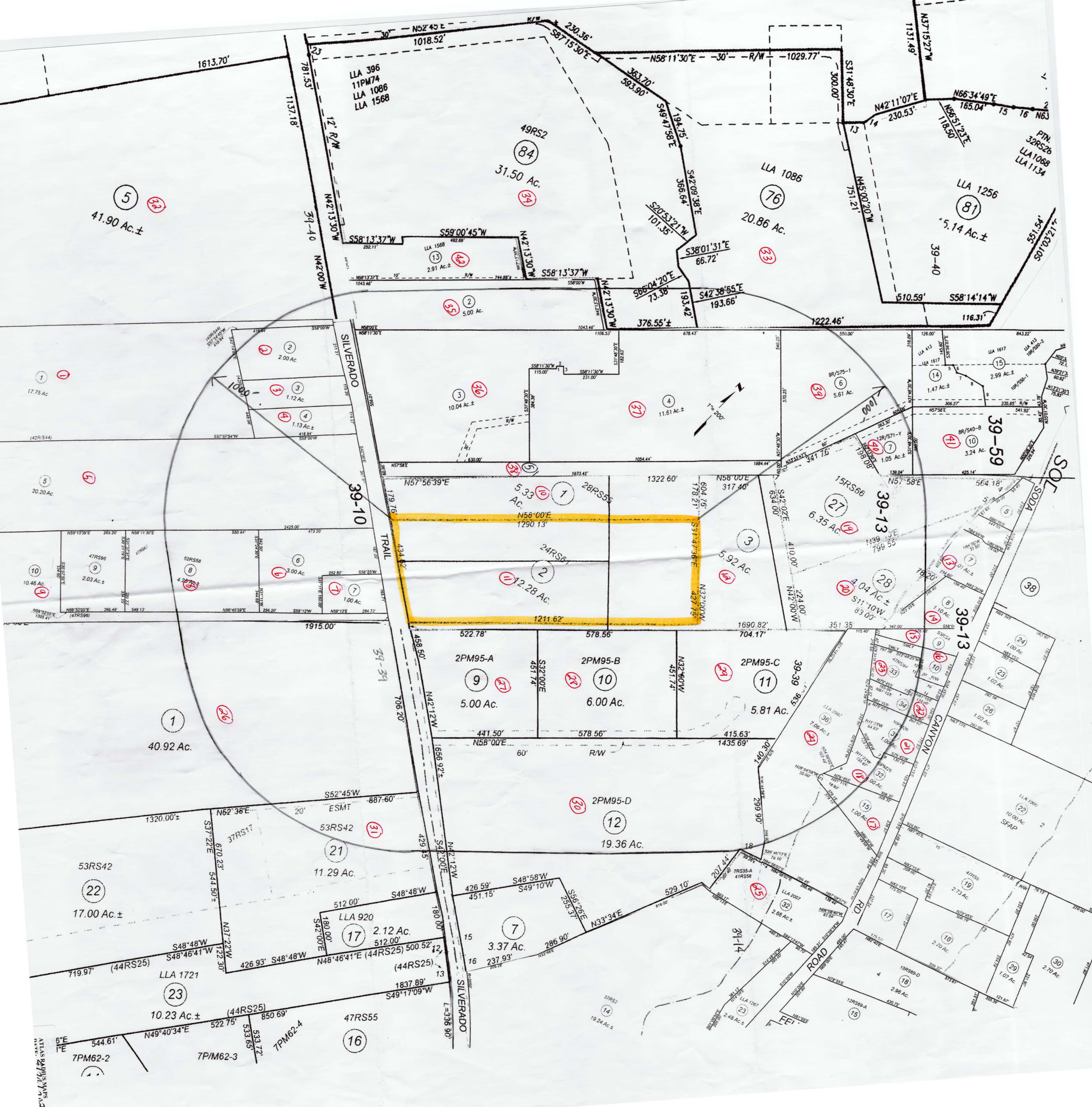
039-590-005 38
RONALD & PENELOPE MALLEN
1180 SHADY OAKS DR
NAPA CA 94558

039-590-006 39
ROBERT A GUNST
1160 SHADY OAKS DR
NAPA CA 94558

039-590-007 40
DANIEL C & ELIZABETH D TRAUB
PO BOX 11870
JACKSON WY 83002

039-590-010 41
ROBERT W FRENCH
4240 JEFFERSON ST
NAPA CA 94558

039-590-013 42
ANTHONY FERRERO
4230 SILVERADO TRL
NAPA CA 94558


1613.70'
1018.52'
30' R/W
N52°45'E
S87°15'30"E
230.36'
363.70'
593.90'
N58°11'30"E
1029.77'
S31°48'30"E
300.00'
N37°15'27"W
1131.49'
N42°11'07"E
230.53'
N66°34'49"E
165.04'
N56°51'23"E
118.50'
781.53'
1137.18'
12' R/W
LLA 396
11PM74
LLA 1086
LLA 1568
49RS2
84
31.50 Ac.
34
S49°47'58"E
194.75'
S42°09'38"E
366.64'
S20°53'21"W
101.35'
LLA 1086
76
20.86 Ac.
33
S38°01'31"E
66.72'
N45°00'20"W
751.21'
LLA 1256
81
5.14 Ac.±
39-40
PTN. 32RS26
LLA 1068
LLA 1134
551.54'
S01°03'21"
5
41.90 Ac.±
32
39-40
N42°13'30"W
N42°00'W
S58°13'37"W
252.11'
S59°00'45"W
492.69'
LLA 1568
13
2.91 Ac.±
42
N42°13'30"W
S58°13'37"W
744.88'±
1043.46'
35
2
5.00 Ac.
N42°13'30"W
376.55'±
S66°04'20"E
73.38'
193.42'
S42°38'55"E
193.66'
510.59'
S58°14'14"W
116.31'
1222.46'
SILVERADO
TRAIL
39-10
39-39
39-59
39-13
39-14
CANYON
SODA
ROAD
1
17.75 Ac.
2
2.00 Ac.
3
1.12 Ac.
4
1.13 Ac.±
5
20.20 Ac.
10.46 Ac.
9
2.03 Ac.±
47RS96
52RS58
8
4.26 Ac.±
6
3.00 Ac.
7
1.00 Ac.
3
10.04 Ac.±
36
4
11.61 Ac.±
37
38
1673.42'
1322 60'
N57°56'39"E
5.33 Ac.
10
1
28RS55
N58°00'E
1290.13'
24RS61
2
11
12.28 Ac.
1211.62'
3
5.92 Ac.
14
N32°00'W
427.75'
9R/S75-1
6
5.61 Ac.
39
12R/S71-Y
7
1.05 Ac.±
40
8R/S40-B
10
3.24 Ac.
41
15RS66
27
6.35 Ac.
19
28
4.04 Ac.±
20
S11°10'W
83.00'
N58°00'E
317.40'
N57°58'E
564.18'
1915.00'
1690.82'
704.17'
522.78'
578.56'
458.50'
706.20'
2PM95-A
9
5.00 Ac.
27
2PM95-B
10
6.00 Ac.
28
2PM95-C
11
5.81 Ac.
29
441.50'
578.56'
415.63'
1435.69'
60' R/W
N58°00'E
1656.92'±
140.30'
536.
1
40.92 Ac.
26
S52°45'W
887.60'
20' ESMT
1320.00'±
53RS42
22
17.00 Ac.±
53RS42
21
11.29 Ac.
31
37RS17
670.23'
544.50'±
N37°22'W
122.30'
S37°22'E
429.15'
N42°12'W
S42°00'E
180.00'
S48°48'W
512.00'
LLA 920
17
2.12 Ac.
S48°48'W
S48°46'41"W
719.97'
(44RS25)
LLA 1721
23
10.23 Ac.±
(44RS25)
850.69'
N49°40'34"E
522.75'
533.65'
533.72'
7PM62-4
47RS55
16
7PM62-2
7P/M62-3
544.61'
426.59'
451.15'
S48°58'W
S49°10'W
S56°26'E
255.37'
N33°34'E
529.10'
7
3.37 Ac.
15
16
237.93'
286.90'
207.44'
7RS35-A
41RS58
45
LLA 2007
32
2.86 Ac.±
30
2PM95-D
12
19.36 Ac.
299.90'
140.30'
LLA 1900
22
10.00 Ac.
SFAP
LLA 1617
15
2.99 Ac.±
14
1.47 Ac.±
LLA 415
109/S50-2
109/S50-1
306.27'
235.65'
541.92'
N57°58'E
263.30'
341.76'
198.08'
425.14'
139.04'
12RS69-D
18
2.96 Ac.
12RS69-A
15
4
2.73 Ac.
19
2.70 Ac.
18
1.07 Ac.
29
2.70 Ac.
30
1.02 Ac.
24
1.02 Ac.
23
1.02 Ac.
26
1.00 Ac.
21
1.00 Ac.
17
7.06 Ac.±
36
LLA 1267
23
2.48 Ac.±
LLA 1617
LLA 413
1" = 200'

Docusign Envelope ID: B6DFC8FE-DBB1-45BC-A9EE-E81366242435

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
PROJECT APPEALS

(To be included with Appeal Packet)

Effective January 1, 2023, California Senate Bill 1439 expanded requirements of Government Code Section 84308, also known as the "Levine Act," to prohibit public officials from participating in any proceeding involving a license, permit, or other entitlement for use pending before the agency if the official has willfully or knowingly received contributions totaling more than five hundred dollars ($500) within the preceding 12 months from a party to the proceeding or their agent. The same prohibition applies to contributions from any participant in the proceeding or their agent, if the public official knows or has reason to know that the participant has a financial interest in the decision. The Levine Act requires parties to disclose contributions made by them and their agents to public officials, and to make the disclosure part of the record of the proceeding.

Appellant Name: Ariane Matschullat and Weathervane Ranch, LLC Project Name or Number: P19-00121-MOD

Appellant Organization or Firm (if different than above): Fennemore LLP

Have you, your organization or firm, or an agent of any of them, made any campaign contributions of more than $500 to any Napa County public official within the last 12 months? Please aggregate any contributions made over the previous 12 months to determine if the $500 threshold has been met.

Yes: ☐ No: ☑ (check one)

If no, please sign and date below.
If yes, please provide the following information and then sign and date below. Use additional sheets if necessary.

Date of Contribution	Name of Public Official	Name of Contributor	Amount of Contribution

By signing below, I certify that the information herein is true and correct. I also agree to disclose any future contributions made to Napa County public officials from myself, my organization or firm, or an agent of any of them, after the date of signing this disclosure form, and within 12 months following the County's final decision on the license, permit, or entitlement being appealed. This obligation pertains only to Napa County public officials who have jurisdiction over the appeal.

Date: 4/27/2026 Appellant Signature: DocuSigned by: ARIANE MATSCHULLAT

Organization/Firm name: Fennemore LLP Appellant Name (printed): Ariane Matschullat and Weathervane Ranch, LLC

For questions or additional information, please visit https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html
PL Doc. No. 109747; Ver. 1/2025

“B”

Staff Responses to Grounds of Appeal

GROUNDS OF APPEAL:

The following outlines the basis of the appeal as contained in Appellant's Appeal Packet dated April 29, 2026. (See **Attachment A**.) For convenience, staff has provided a summary below, but recommends the Board review the actual Appeal for details.

Appeal Ground No. 1: Appellant alleges that approval of the project legalizes longstanding violations of existing conditions of approval. Appellant asserts that the Planning Commission should have required the Applicant to cure the violations and demonstrate sustained compliance, before granting additional entitlements.

Staff Response 1:

Between August 2017 and December 2018, the Board of Supervisors held numerous meetings and discussed a revised code compliance program that included enforceable deadlines for property owners to apply for new permits or modifications to resolve outstanding violations. Ultimately, on December 4, 2018, the Board adopted Resolution No. 2018-164 which established a Code Compliance Program (Compliance Program) that created a limited amnesty program for compliance. Under the Compliance Program, property owners could apply for a modification to their Use Permit to voluntarily remedy existing violations and could continue to operate at existing (unpermitted) levels while the application was being processed. To participate in the amnesty program, applications for a modification were required to be submitted by March 29, 2019, at 2:00 p.m. After the deadline, property owners would need to operate within their existing legal entitlements for one year, before submitting a use permit or modification application to remedy any violations as noted in Section 1.a.v. of the Resolution:

> "Any applicants not enrolled in the Compliance Program that are found to be operating out of compliance with their use permit, will be required to operate within their entitled operations for one year before their application will be considered by the Planning Commission. This time period allows a 'reset' of the CEQA baseline to be the authorized/permitted, not unpermitted levels of operations. Should compliance issues arise in the future, the Applicant would be subject to the timeframe specified above."

On March 27, 2019, Hagafen Cellars Winery (the Applicant or the Winery) submitted Major Modification P19-00121, and entered into the Compliance Program. The application sought recognition of existing days of operation, existing days allowing retail sales, and levels of visitation, that were occurring beyond current entitlements. No intensification of those activities was requested as part of this application. The application also included a request to remove or revise selected prior conditions of approval that required annual reporting of daily visitation counts, grape source data and production, and a requirement to notice a specific list of individuals prior to Winery events.

The Appellant is correct that the Commission's approval legalized the existing violations, however, because the Major Modification was in the Compliance Program, the Applicant was allowed to continue to operate at the existing 2018 operational levels while the application was being processed. The Applicant, like all use permit holders in the Compliance Program, was not required to revert to entitled operations. Appellant's assertion that the Commission should have required the Applicant to revert to entitled operations would have contravened the Board's direction and would have contradicted how the Compliance Program was implemented on 38 projects (including Hagafen Cellars Winery) over the last seven (7) plus years that have been decided by the Planning Commission or Zoning Administrator.

Appeal Ground No. 2: Appellant contends that the Planning Commission improperly removed or weakened neighbor-protection and monitoring conditions that were key safeguards including visitation tracking, and reporting (e.g., annual visitation, grape sourcing, production) obligations and neighbor event noticing.

Staff Response 2:

Contrary to Appellant's assertion the Commission did not improperly revise the conditions of approval (COA). The conditions were discussed by the Commission at two public hearings, were described in the staff report, and were the subject of comment by Appellant and therefore they were properly considered and adopted. The Commission has broad discretion to adopt, amend or remove conditions of approval. (Napa County Code § 18.124.060; *Garavatti v. Fairfax Planning Comm.* (1971) 22 Cal. App. 3d 145, 148.) Furthermore, the revised conditions adopted by the Commission were substantially the same as the original conditions and did not weaken neighbor protections or monitoring requirements. The conditions were revised to reflect the County's current standard conditions of approval, replace outdated language and practices and to ensure consistency and uniformity among winery use permits.

Staff response to the separate topics of the reporting requirements and event noticing is as follows:

Reporting Requirements

Use Permit No. 99477 required submittal of an annual report of daily visitation counts (COA No. 3), an annual report of grape source data (COA No. 15), an annual statement certifying compliance with grape sourcing requirements (COA No. 16), and an annual report of the number of gallons of wine produced during the year (COA No. 21). According to the Applicant, they do in fact maintain these records and provide them to relevant state agencies, however they have not historically provided them to the County as required by Use Permit No. 99477.

The revised conditions adopted by the Commission continue to require the Applicant to maintain records of daily visitation (COA Nos. 4.2 and 4.7), grape sourcing and certification (COA Nos. 4.6 and 4.7), and gallons of wine produced (COA Nos. 4.2 and 4.7). The only difference is that these records are to be provided to the County ***upon request*** rather than automatically on an annual basis.

The requirement to automatically submit annual visitation, production, and grape-sourcing reports to the County reflects an older, non-uniform, approach that predates the County's standardization effort. The visitation log-book requirement, the grape-source/production record-keeping requirement, and the underlying compliance/enforcement authority — including the County's ability to order an audit and commence revocation proceedings under Napa County Code §18.124.120 — have been part of the County's standard winery conditions since at least 2009–2010, and were carried forward, largely unchanged, when the Board formally adopted the winery standard conditions of approval in 2017. Since 2017, modifications to use permits that have outdated conditions are routinely "freshened up" with the 2017 standard conditions of approval so as to ensure uniformity among winery use permits and consistency with current standard conditions.

The Commission's action simply brought this permit into conformance with the standards routinely and consistently applied to winery permits in unincorporated Napa County. Only the delivery mechanism changed, from annual filing to records-on-demand, but that change in no way weakened or reduced the monitoring requirements included in the original use permit. (**Attachment F.**)

Event Notification Requirement

Use Permit No. 99477 COA No. 2 required the Applicant to provide written notice to select individuals, a minimum of ten (10) days in advance of all events that occur each year.

While staff and the Commission were supportive of the Applicant notifying the Appellant prior to events, the Commission felt it was unnecessary for the County to be a party to an arrangement between the Applicant and specific individuals with an interest in the Winery. The Commission supported the Applicant agreeing to continue the notification process as a private agreement with the Appellant rather than as a County imposed condition.

As explained in the March 18, 2026, Commission staff report, and as discussed at the hearing, there are no proposed changes to the permitted events, but the Applicant requested to remove the portion of the existing condition requiring the Winery to provide a notice to select neighbors and individuals prior to events (22 contacts). The Appellant is included on the list three times, two personal addresses and one for Weathervane Ranch LLC, and two contacts at Gagen, McCoy, McMahon & Armstrong, the firm that represented the Appellant at that time, are also on the list.

The Applicant explained that noticing to the list of identified individuals was provided for the first several years following approval of the use permit but no responses were received. After they stopped providing notices they were not contacted by any of the individuals following the occurrence of an event. Appellant's counsel informed the Commission that Appellant has "…never received such written notices from Hagafen Cellars nor, based on the clients' conversations with a number of their neighbors whose names are also on the mailing notice list, neither have those neighbors received the required notices." (Planning Commission Meeting, March 18, 2026, Item 8A - Public Comment.) Because the notification condition did not require that copies be sent to the County, the Department does not have records of the Applicant sending the notices.

Staff was unaware of a compliance issue with this condition of approval, until Applicant informed staff as part of the application that it had stopped complying with the notification condition and requested that it be removed for lack of interest. As noted in the March 18, 2026, staff report, the County does not have any records of complaints regarding marketing events or temporary events at the Winery. This was reiterated by Ms. Hedge during staff's presentation as stated at the March 18, 2026, Commission hearing "…the Department has not received complaints regarding events that were not noticed during that time" (Planning Commission Meeting, March 18, 2026, Transcript, 4:16-28). Despite the Appellant's assertion that violations were ongoing, the Appellant has provided no evidence supporting these statements. It was staff's opinion, which was supported by the Commission, that based on the admitted lack of noticing for many years and the absence of any complaints, removal of the condition would not adversely impact the community or the individuals previously listed.

Noticing individuals prior to events is not a standard condition of approval for wineries, although variations on this type of condition have at times been imposed. Maintaining a condition of this type has the potential to easily become outdated since property ownership contact information is subject to change, as is property ownership itself. Staff recommends that the Board uphold the Commission's decision to remove the notification requirement and encourage the Appellant and Applicant to privately agree to future noticing. At the April 1, 2026, Commission Hearing, the Applicant's counsel informed the Commission that they are willing to continue noticing the Appellant, stating "…we're willing to continue to notify the neighbor. They've given us four addresses that they would like to have notified. We're willing to do that." (Planning Commission Regular Meeting, April 1, 2026, Transcript, 9:19-21).

Potential Revised Conditions of Approval Offered by Applicant After the Planning Commission Decision as Part of the Appeal

Applicant's counsel has offered to revise conditions No. 3. and No. 21 to revert to the original language requiring: (1) submittal of the annual reports the County rather than only upon request;

and (2) to provide notice of all events to interested neighbors upon receipt of an updated list of individuals.

Staff maintains that the conditions adopted by the Commission are sufficient and adequately achieve the intent of the proposed revisions. While staff is supportive of the Applicant notifying the Appellant prior to events, staff does not feel it is necessary for County staff to be involved in this requirement. Staff supports a private agreement for continued noticing between the Applicant and Appellant.

Appeal Ground No. 3: Appellant asserts that the Planning Commission's findings lack substantial evidence that the intensification is compatible with neighboring residential and agricultural uses. Further, Appellant alleges the record is not supported by substantial evidence demonstrating parking, site capacity, traffic, access, and noise were fully analyzed and mitigated.

Staff Response 3:

Appellant mischaracterizes the project and disregards evidence in the record demonstrating that parking, traffic, access and noise were appropriately considered. The project seeks to recognize existing (unpermitted) winey operations that have been occurring since at least 2018. There is no intensification and the project is wholly compatible with surrounding uses. Staff's consideration of application materials and use of professional judgment on each topic is supported by the record, and Appellant has not offered any evidence contradicting staff's conclusions. The following responses further elaborate on staff's application review process and basis for the recommended findings.

Appellant's characterization of this project approval as an "intensification" is incorrect.

Contrary to Appellant's assertion, recognition of the existing operations does not equate to an intensification. Under the Compliance Program, the Commission's approval recognizes operations already occurring at the site. The Compliance Program specifically allowed an applicant to request to remedy existing violations and, as a separate action, request to further expand existing entitlements. The process to "remedy existing violations" is to recognize and approve the levels of operation that were identified, based on 2018 data provided by the applicant, as being out of compliance. The 2018 application sets the baseline conditions which are then analyzed, and a recommendation is presented by staff. A request to "expand existing entitlements" (e.g., an intensification) is a proposal to expand operations beyond the baseline levels identified as out of compliance. The Compliance Program allowed this to occur through the same application; however, the two requests are "decoupled" and considered and acted upon separately by staff and the Commission. Appellant appears to disregard this framework entirely.

The parking, traffic, and noise associated with the existing baseline level of visitation already exists and has existed since at least at the 2018, representing the CEQA baseline. Recognizing

these conditions in the permit does not intensify the Winery operations or create a new impact(s) to mitigate. This is consistent with the CEQA baseline governing recognition of existing conditions under the Compliance Program as opposed to a "legal entitlements only" baseline otherwise required of code violators. In fact, one of the incentives of voluntarily participating in the Compliance Program was that wineries or other permittees who entered the program were able to establish their existing unpermitted operations as the CEQA baseline for environmental review. The activity recognized under this approval is not new and was properly evaluated under the framework the Board itself established for code compliance applications.

County Inter-departmental review process

Contrary to Appellant's assertion, the record reveals that as part of staff's regular practice when reviewing projects, and this one in particular, parking, traffic access and noise were considered. As set forth above, the components of this approval reflect recognition of existing operations, and no new physical or operational impact analysis was required as a matter of CEQA baseline. The recognition of baseline operations required no additional parking, traffic, access, or noise analysis under CEQA because no new impact was created. However, utilization of the unpermitted operations as the baseline did not remove the obligation of reviewing County divisions and departments to review and analyze the project for compliance with County and State regulations. Review of applicable regulations was completed, and conditions were applied as necessary.

The application was circulated for interdepartmental review to County subject matter experts including but not limited to the Public Works Department for traffic and circulation, to the Fire Marshal for compliance with the Napa County Road and Street Standards (RSS) and adequate access, to the Engineering Division to review the groundwater analysis, and to Environmental Health for a review of the water system and wastewater system.

Appellant's assertion that increased visitation, retail activity, vehicle circulation, outdoor activity, and events will create additional noise, and neighborhood disturbance is not supported by the project description or substantial evidence in the record. The application does not increase the documented existing visitation level, employee count, wine-production level, or number of marketing events. The staff reports, CEQA memorandum, and Recommended Findings relied on by the Commission all reasonably and appropriately concluded that the approval will not generate additional operational activity compared with existing physical conditions. In addition, the Planning Commission imposed project-specific and standard County conditions addressing noise, lighting, fire and life safety, groundwater monitoring, access, wastewater treatment, and waste disposal to ensure the project would not adversely affect public health, safety and welfare.

Staff addresses each topic as follows:

Parking

Napa County Code does not have fixed parking ratios for winery uses. Parking is, and has consistently been treated as, an operational matter for the owner/operator to manage, consistent with the scope of their project proposal and permit approval. The County discourages more paved parking than a winery's actual operations demand. This approach is consistent with, and reinforced by, the County's General Plan Goal AG/LU-1 directs the County to "preserve existing agricultural land uses and plan for agriculture and related activities as the primary land uses in Napa County." Staff evaluates whether a project site's available parking can reasonably accommodate the proposed operational levels – number of employees, by appointment visitation activities, and authorized marketing program – rather than to impose a rigid numerical standard the Code does not require.

Use Permit Modification No. 99477-MOD Condition No. 6 provides for a maximum of twenty-two (22) off-street parking spaces which was determined sufficient for the original operations, including employees, by appointment visitation, and marketing events.

The Major Modification recognized an increase in by appointment daily visitation from a maximum of 25 visitors to a maximum of 60 visitors. There were no changes to the approved marketing events or number of employees. The Applicant did not request additional parking spaces leading staff to reasonably conclude that the existing parking was satisfactory for the levels of operations that had been occurring for more than seven years.

Utilizing the standard estimate for visitation of 2.6 visitors per car, the daily maximum of 60 guests would represent approximately 24 trips a day. Assuming appointments are staggered throughout the visitation hours of 10 am to 5 pm, there would be sufficient parking, while spaces are utilized for the five (5) full-time and two (2) part-time employees.

Based on the above standard estimates and knowledge of current practices in the industry (shuttling and use of ride shares), staff did not consider it necessary to require additional parking especially since the Applicant did not request any. Therefore, there was no reason to further evaluate the adequacy of the existing parking.

At the April 1, 2026, hearing the Appellant's counsel raised concern regarding parking for events and implied there was an increase in events, stating "We're also concerned that the applicant is seeking to increase visitors for their special events of up to 100 persons, but yet they're only providing 19 parking spaces and only 11 are for guests" (Planning Commission Meeting, April 1, 2026, Transcript, 7:9-12). The record clearly shows that the Applicant did not request an increase in marketing events. Although the Appellant alleges that the approved level of events may have exceeded, no evidence has been provided to support these allegations.

Permit No. 99477-MOD COA No. 6 also includes restrictions on parking, maintaining the safety of travel along Silverado Trail, and protecting neighboring properties. These restrictions were carried forward by the Commission. (See **Attachment D**- COA No. 4.21.)

Traffic

Staff acknowledges that noncompliant operations resulted in additional trip generation beyond what was originally anticipated under the original use permit approval. However, under the Compliance Program, 2018 operations and traffic levels were considered the baseline, and the request for recognition of existing operations did not result in additional trips.

The Applicant completed the Public Works Department "Trip Generation" as part of their 2019 application submittal (March 18, 2026, Planning Commission Staff Report Attachment E – Use Permit Application Packet), including pages identifying the entitled operations (Permit No. 99477) and the 2018 operational levels requested to be recognized. The Applicant prepared an additional sheet highlighting the change in the number of trips, "net new trips", resulting from the change in visitation levels. The additional trips range from 25 trips on Weekends and 27 trips on Weekdays. When the application was deemed completed and the CEQA consideration commenced, the Public Works threshold for completing a traffic impact study was 110 net new trips, which far exceeds the calculated trips that resulted from the change in operations. Accordingly, the Public Works Department did not require submittal of a traffic study. Additionally, Public Works staff considered the parcel's location along a straight portion of Silverado Trail, providing good site distance, and the existence of the left-turn lane into the driveway, installed as required by the original use permit.

Despite the fact that the existing number of trips was not increasing and a formal traffic study was not required, Planning staff compared the proposal to the transportation considerations under CEQA. For analysis of potential impacts from transportation, the CEQA Guidelines consider Vehicle Miles Traveled (VMTs). In 2019, the County updated and adopted the Circulation Element as well as Policy CIR 7 a VMT-based screening threshold. The Napa County Traffic Impact Study Guidelines were updated in 2022 to include a threshold determining that a project generating fewer than 110 net new daily trips is not required to undergo a detailed VMT analysis. The trip generation associated with this project existing conditions falls well below the current threshold.

Moreover, Appellant has not provided any documented evidence that traffic generated by this Winery's operations has actually posed a problem at any point. The Winery has been operating at the levels recognized by this application since at least 2018, per records included in the Use Permit Major Modification application. That means the traffic conditions Appellant now characterizes as inadequately analyzed have been an on-the-ground reality for a period spanning several years, not a hypothetical future condition. Appellant's assertion that the record lacks substantial evidence on this point is not supported by any evidence of an actual or potential

impact; it is a contention untethered to any showing of actual or potential harm. Substantial evidence review does not require staff to affirmatively disprove a problem that Appellant has not shown exists.

Access

Appellant incorrectly asserts that the record lacks information regarding the scope, location and adequacy of the driveway improvements required to comply with the Napa County Road and Street Standards (RSS) and how the improvements will mitigate safety and traffic impacts. The RSS were developed in 1971 and have been revised over the years to achieve objectives such as ensuring projects meet the minimum fire safe regulations for safe ingress and egress while striving to maintain the preservation of the health, safety, and welfare of the public.

The March 18th Planning Commission staff report describes that the scope and location of the improvements as driveway widening "by approximately four (4) feet along the main entry…minor expansions to portions of the driveway that loops around the winery building". Further, the report states that the improvements will occur on areas of the site that have previously been disturbed by landscaping, vineyards, and grading for Winery development, noting that the work will likely require removal of existing olive trees and potentially vineyard rows adjacent to the driveway. The Planning Commission March 18th graphics also included a site plan showing the existing driveway with notes stating the requirements for widening to achieve the overall width and vertical clearance required by the RSS. (See the March 18th Planning Commission staff report, Attachment J. "Graphics", includes Sheets "C1.0" and "C2.0".) (See **Attachment G** to this report.)

To ensure the improvements are completed, COA No. 6.15.d. requires the driveway improvements to be completed within one (1) year of approval of the Use Permit Modification. If driveway improvements have not been constructed by this time, Winery operations shall revert back to the levels approved in Use Permit Modification No. 99477. The Fire Marshal's February 20, 2026, Conditions of Approval Memo, also includes a condition requiring the driveway improvements. The one-year timeframe was considered by the Fire Marshal and determined to be reasonable to allow the Applicant to hire a registered civil engineer to prepare the plans, submit a grading permit to the Engineering Division, staff review and approval of the permit, completion of the improvements, and final inspections. Additionally, the Applicant hopes to limit the removal of the olive trees along the driveway or conduct the tree removal and relocation during the most environmentally appropriate time of the year. The timeframe is comparable to three (3) Compliance Program projects approved by the Planning Commission in 2026. The following projects, Hourglass Winery (P19-00102), Barnett Winery (P19-00125), and Paloma Winery (P19-00386), were conditioned to complete their required driveway improvements within eight (8) months, nine (9) months, and two and a half years (respectively).

Contrary to the Appellant's assertion, the driveway improvements are not mitigation for traffic. The driveway condition instead upgrades the existing access to current standards and provides

greater safety for employees, visitors, and emergency vehicles. Its completion schedule therefore is not improper deferral of mitigation.

Noise

Appellant asserts that recognizing the increased visitation and operations will increase noise and affect neighboring properties, however generalized fears and speculation do not rise to the level of substantial evidence. (*Banker's Hill, Hillcrest, Park W. Cmty. Pres. Grp. v. City of San Diego* (2006) 139 Cal. App. 4th 249, 274.) Appellant claims that "neighbor have observed numerous events at the winery over the years," however, none of these observations have resulted in noise complaints to the County. Furthermore, the Winery has been operating at least seven (7) years at the level of visitation that the Commission recognized without any record of complaints to the County.

The County does not have a formal threshold for when a noise study is required but since 2015 it has been the Planning Division's administrative practice to require a noise study if a winery's hospitality or production improvements or outdoor on-premises consumption areas are located within 500 feet of the nearest residential structure. Because the Major Modification did not request expanded use of the outdoor areas, expanded visitation or marketing, beyond the existing 2018 levels and because the closest off-site residence was more than 500 feet from the tasting room and outdoor on-premises consumption area, there was no new noise generation to consider or analyze. Based on staff's GIS review of aerial imagery and distance measurements for this site, the closest off-site structures on the Appellant's property to the north are greater than 500 feet from the tasting room and outdoor on-premises consumption areas.

- The closest portion of the tasting room is approximately 510 feet from the nearest accessory structure on the adjacent parcel to the north (Appellant's parcel), and approximately 550 feet from the main residence.
- The closest outdoor on-premises consumption area along the west side of the production building (approved under P18-00081) is approximately 515 feet from the accessory structure and approximately 572 feet from the main residence.
- The trellis structure adjacent to the tasting room is situated approximately 15 feet further from the residential parcel than the tasting room itself.
- Existing Winery landscaping is located between the outdoor hospitality area and the residential parcel, providing additional buffering beyond distance alone.

Each of these distances is greater than 500-feet and therefore staff reasonably considered noise and whether a noise study was warranted. Because there was no change in existing operations and therefore no anticipated increase in existing noise levels, no further analysis was necessary. Appellant has not identified any noise complaint, monitoring data, or other evidence in the record of a noise impact at Appellant's residence or neighboring properties. Appellant merely

assumes that more visitors and more operations will increase noise, but these speculative assumptions do not equate to substantial evidence.

Site Capacity

Staff is unclear what specific concern Appellant has regarding "site capacity" separate from the parking, traffic, and noise concerns addressed individually above. To the extent Appellant is raising a distinct concern, Appellant has not identified what that concern is or what evidence in the record supports it.

As explained above, the topics of parking, traffic, access, and noise were appropriately and adequately considered by staff from multiple divisions and departments as part of the interdepartmental review of this application.

Appeal Ground No. 4: Appellant alleges notice and due-process deficiencies. Specifically, Appellant asserts that the public notice for the Planning Commission hearing was deficient due to the reliance on an old "courtesy notice" and that there is nothing in the record to establish current mailed notice was provided to the affected owners.

Staff Response:

Appellant's claim of deficient noticing is both inaccurate and contradicted by the record. The record reveals that Appellant was provided mailed notice five times at two separate addresses and that Appellant's counsel emailed staff confirming Appellant had in fact received notice.

On March 5, 2026, the Public Notice for the Planning Commission hearing and Notice of Intent to adopt various categorical exemptions was mailed to all property owners within 1,000 feet of the subject property. The County's requirements to notice all property owners within 1,000 feet far exceeds the State mandate of noticing all owners within 300 feet. Notice was also provided to those persons on the general CEQA document notification ("Interested Parties") list.

The Notice was also published in the Napa Valley Register on March 5, 2026. **Attachment E** of this staff report includes a copy of the Notice and the mailing list of property owners within 1,000 feet of the subject property. Additionally, staff mailed the Notice to a supplemental list of individuals identified in Permit No. 99477 COA No. 2 for notification of events. The Appellant is included on the 1,000-foot mailing list twice – once as Ariane Matschullat and once as Weathervane Ranch LLC. The Appellant is also included on the supplemental list three (3) times – two (2) separate addresses for Matschullat and once for Weathervane Ranch LLC. The notice sent to the Weathervane Ranch LLC address from the supplemental list was received "Return to Sender" on March 19, 2026. No other copies were received returned.

On March 10, 2026, the Appellant's counsel emailed staff confirming their client received the notice for the March 18th Planning Commission hearing and requested a continuance. The email

included a scan of the envelope and the notice itself, featuring a handwritten note that it arrived on March 9th.

In addition, consistent with the Board's direction in 2014 to provide early notice of applications to neighbors (Board of Supervisor Resolution No. 2014-15 – Part I, Section 12 – PBES Department) on November 18, 2020, a project Courtesy Notice was sent to Appellant, neighbors and interested parties as part of the project record.

As evidenced above, notice of the Planning Commission hearing exceeded legal requirements and was provided to Appellant on more than one occasion, to two separate addresses and receipt of the hearing notice was acknowledged by Appellant's counsel. Appellant had a full and fair opportunity to be heard at the Planning Commission.

Appeal Ground No. 5: Appellant alleges that the County cannot use unlawful operations as the CEQA environmental baseline in order to minimize or mask the impacts of the project. The winery was originally approved with a Negative Declaration. Appellant contends that the project increases visitation, expands days, and intensifies use in a manner that foreseeably affects traffic, noise and neighborhood conditions. According to Appellant, CEQA requires subsequent-review under CEQA Guidelines sections 15064(f)(7), 15162 through 15164.

Staff Response:

The County Relied on the Appropriate CEQA Baseline.

As lead agency, the County has significant discretion to determine the appropriate "existing conditions" baseline. (*Communities for a Better Env't v South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 336.) The governing rule is that the baseline must reflect actual physical conditions on the ground at the time environmental analysis commences, regardless of whether those conditions resulted from lawful activity. This principle is firmly established by the California Supreme Court in *Communities for a Better Env't*, and a consistent line of Court of Appeal decisions. The proper baseline is the existing condition of the site, even if that condition may be the result of illegal activity. (*Riverwatch v County of San Diego* (1999) 76 Cal.4th 1428, 1451.) CEQA "is not the appropriate forum for determining the nature and consequences of a prior conduct of a project applicant." (*Riverwatch,* 76 Cal.4th at p. 1452.) However, the rule is not absolute: a lead agency cannot use hypothetical permitted capacity as the baseline, and courts have reserved the possibility of a different baseline where there is evidence of a deliberate attempt to manipulate the CEQA process.

Consistent with these long-standing legal principles, there was nothing improper about the County's use of the existing 2018 Winery operations as the CEQA baseline and there is no evidence of a deliberate attempt to manipulate the CEQA process. The unauthorized level of visitation and the additional days of the week that the Winery is open for retail sales and business

had been occurring since at least 2018 and reflects the actual physical conditions on the ground at the time environmental analysis commenced.

The County Reasonably Determined that the Project Did Not Trigger Subsequent Review Under CEQA Guidelines Section 15162.

Appellant contends that because the Winery was originally approved with a negative declaration, CEQA Guidelines Section 15162 requires a subsequent negative declaration if substantial changes are proposed in the project that involve new significant environmental effects or a substantial increase in the severity of previously identified effects. The determination of whether a change is substantial is measured by comparing the existing conditions (e.g., baseline) and the proposed conditions. (*Taxpayers for Accountable Sch. Bond Spending v. San Diego Unified Sch. Dist.* (2013) 215 Cal. App. 4th 1013, 1035-37.) The 2018 operational baseline relied upon by the County is a continuation of Winery operations that have been in existence for more than seven years. Therefore, the County reasonably determined there were no new significant environmental effects or a substantial increase in the severity of previously identified environmental effects. In effect, the status quo in terms of visitation levels and days of operation remained the same. There was no substantial change. Applying that framework, the difference between the original entitlement and documented 2018 operations does not require major revisions of the prior negative declaration. Recognition of the existing operations will not produce a new physical increase over the baseline. The only "new" or "changed" component of the project involved widening of the driveway by four feet to meet the commercial driveway standards required by the RSS. Grading and expansion for the driveway is proposed in areas less on slopes of less than 10% and in previously disturbed by landscaping, vineyards and Winery development.

The record reflects that staff reasonably and appropriately considered CEQA Guidelines Section 15162 and whether substantial changes were proposed in the project that involved new significant environmental effects or a substantial increase in the severity of previously identified effects. This analysis included a review of such topics as groundwater, noise, traffic, wastewater, access, fire and life safety.

Regarding noise, traffic, access, fire and life safety, staff incorporates Responses to Appeal Ground No. 3 here by reference. As to groundwater, the Water Availability Analysis prepared by hydrogeologist OEI (dated December 4, 2025) demonstrates no net increase in water demand and concludes that continued pumping at existing levels is expected to preclude significant adverse effects (if any) on surface water. The Planning Commission imposed COA Nos. 4.20.a and 4.20.b which establishes a maximum extraction of 5.4 acre-feet per year and a 17-gallon-per-minute pumping limit, and COA No.6.15.a. which requires metering, monitoring, and reporting, and retained the County's authority to impose additional requirements if substantial evidence later demonstrates groundwater effects. Pumping limitations and monitoring had not previously been required. The Wastewater Feasibility Report prepared by Stillwater Civil Design (dated

March 5, 2019) evaluated the wastewater system and concluded that the existing system can accommodate the recognized operation. The Environmental Health Division confirmed that the wastewater system was adequate.

Because the approval does not increase visitors, employees, production, events, operating days, or retail activity beyond the documented existing condition, it creates no operational increase in traffic, parking demand, groundwater, wastewater, or noise. The driveway component of the project was separately described and analyzed as minor widening to an existing access on previously disturbed land.

Accordingly, substantial evidence demonstrates that none of the circumstances identified in CEQA Guidelines Section 15162 requires preparation of a subsequent EIR or subsequent negative declaration. The Class 1 and Class 4 categorical exemptions provide an additional basis for concluding that the existing operational and minor physical components will not cause significant environmental effects.

Appeal Ground No. 6: Appellant contends that the County's reliance on categorical exemptions is improper because: (a) while a local compliance program (Board Resolution No. 2018-164) may define how a County handles enforcement, but it cannot enlarge the scope of categorical exemptions or eliminate the exceptions in CEQA Guidelines section 15300.2; (b) the project does not qualify for the Class 1 (Existing Facilities) exemption; (c) the project is not eligible for the Class 4 (Minor Alterations of Land) exemption because olive trees will be removed; (d) the County's own water/public trust analysis demonstrates unusual-circumstances barring use of the exemptions; and (e) cumulative traffic and safety impacts along Silverado Trail and groundwater constraints in the same area prevent use of the categorical exemptions.

Staff Response:

Staff disagrees with Appellant's claim and notes that neither Appellant nor any member of the public raised any specific concerns regarding the applicability or use of the Categorical Exemptions at the Planning Commission hearings. When an agency determines that a project is categorically exempt, it impliedly finds that none of the exceptions applies. (*San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012, 1022–1023.) An objecting party bears the burden of producing evidence that an exception does apply. (*Berkeley Hillside Preservation v City of Berkeley* (2015) 60 Cal.4th 1086,1105.) Appellant's vague objections do not satisfy Appellant's burden to provide substantial evidence in support of its objection.

As further summarized in Response to Ground No. 5, staff appropriately relied on the existing Winery operations as the CEQA baseline even though those operations resulted from unpermitted activity. This is consistent with CEQA Guidelines Section 15125(a), which provides that the environmental setting at the time environmental analysis is commenced will normally constitute the baseline physical conditions by which a lead agency determines whether an impact

is significant. The County's approach is supported by a long line of Court of Appeal decisions. (See *Riverwatch*, 76 Cal. App. 4th at p. 1453 (baseline for a proposed quarry development was the actual condition of the land, even though some existing environmental degradation had resulted from prior illegal mining and clearing activities); *Fat v. County. of Sacram*ento (2002) 97 Cal. App. 4th 1270 (baseline for airport expansion was existing airport operations, even though the airport had been operating and had expanded without a required permit for several years); and *Eureka Citizens for Responsible Gov't v. City of Eureka* (2007) 147 Cal. App. 4th 357 (baseline for proposed school playground use was the existing playground facility, even though prior construction of the facility may have violated the city's code).

The record demonstrates that the County appropriately evaluated the project and whether each component of the project met the narrow parameters of the Class 1 and Class 4 Categorical Exemptions and determined that none of the exceptions applied. Staff's analysis is reflected in the February 20, 2026, Categorical Exemption Determination Memorandum (the CEQA Memo), (**Attachment H**) which provides substantial evidence supporting the Commission's decision to find the project categorically exempt.

<u>The Project Falls Squarely within the Scope of the Class 4 Categorical Exemption and the Project would not Impact an Environmental Resource of Hazardous or Critical Concern.</u>

Class 4: Minor Alterations to Land [Title 14 CCR Section 15304] Consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Class 4 exemptions are qualified by consideration of where the project will be located. The project may not impact an environmental resource of hazardous or critical concern (CEQA Guidelines Section 15300.2 (a)).

As discussed in the CEQA Memo, the only new physical change is a minor expansion of the existing driveway to meet the County's Road and Street Standards for safe access for employees, visitors, and emergency vehicles. The driveway will be widened by approximately four (4) feet along the main entry, which may require removal of existing decorative olive trees and potentially vineyard rows adjacent to the driveway. The improvements will occur on areas that have previously been disturbed and altered by landscaping, vineyards, and grading for Winery development.

The State Guidelines do not define "healthy, mature, scenic trees", instead, they rely on local ordinances. The County does not have a tree ordinance or standards for defining "scenic trees". The County's General Plan and the Conservation Regulations (County Code Chapter 18.108) focus on protecting and preserving Oak Woodlands, as found in General Plan Policy CON-24. Based on County General Plan policies and code, the olive trees, while ornamental, are not considered scenic trees, therefore the project is not disqualified from using the Class 4 exemption.

The Project Falls Squarely within the Scope of the Class 1 Categorical Exemption.

Class 1: Existing Facilities [Title 14 California Code of Regulations (CCR) Section 15301] "Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure and facilities, involving negligible or no expansion of existing or former use."

As discussed in the CEQA Memo, the Applicant is merely seeking recognition of certain operations that have occurred since 2018. These include being open for business seven (7) days a week (versus six (6) days as previously approved), and higher levels of daily, weekly and annual by appointment visitors than was previously approved, and the continued use of an existing 720 square foot storage room within the Winery building. Through the recognition process and the continuation of operations at existing levels, there would be no discernable change in the Winery's operations that have been occurring over the last seven or more years. There were no requested changes to other authorized levels such as production, employees, or marketing events. Because there is no expansion of the existing use, the project satisfies the Class 1 criteria.

The County's Public Trust Analysis is not Evidence of an Unusual Circumstance and there is no Reasonable Possibility that the Project will have a Significant Effect on the Environment**.**

If there is a "reasonable probability" that an activity will have a significant effect on the environment due to "unusual circumstances," an agency may not find the project categorically exempt from CEQA (CEQA Guidelines Section 15300.2 (c)). This exception applies when both unusual circumstances and a significant impact as a result of those unusual circumstances are shown. (*Berkeley Hillside,* 60 Cal.4th at p. 1115.) As the Supreme court explained in *Berkeley Hillside,* an agency's determination whether this exception applies involves two distinct questions: (1) whether the project presents unusual circumstances; and (2) if the project presents unusual circumstances, whether there is a reasonable possibility that a significant environmental impact will result from those unusual circumstances (60 Cal.4th at p. 1098). The agency considers the second prong of this two-part test only if it first finds that some circumstance of the project is unusual. If the agency finds that the project does not present unusual circumstances, the exception is inapplicable and the agency need not reach the second prong of the two-part test. (*Anderson v County of Santa Barbara* (2023) 94 Cal.App.5th 554, 577.) The party challenging the exemption has the burden to establish by substantial evidence either that the project presents an unusual circumstance or that it will have a significant environmental effect.

Appellant has failed to satisfy the two-prong test. There is no evidence that the project presents unusual circumstances or that a significant environmental impact will result from unusual circumstances. Appellant asserts that just because a Tier III-equivalent water availability analysis was prepared to assess potential groundwater/surface water interaction impacts to Soda Creek

that this site-specific analysis along with the groundwater cap and monitoring conditions imposed by the Commission is beyond "routine housekeeping" and equates to an unusual circumstance "beyond the paradigm of an ordinary Class 4 project."

Appellant's assertions demonstrate a lack of familiarity with the long-standing County requirement that discretionary projects perform a water availability analysis (WAA) to determine whether a project will adversely impact groundwater resources and whether extraction of groundwater may impact public trust resources. Contrary to Appellant's assertion, preparation of a WAA is a routine requirement in Napa County and has been so since at least the early 1990s. As a rural county, most agricultural, residential and commercial users in the unincorporated area of Napa County rely on groundwater. To protect this natural resource, ensure long-term water supply sustainability, and protect environmentally sensitive resources, for more than 20 years the County has required discretionary development projects perform a WAA. This requirement implements various County General Plan policies including but not limited to Policy CON-52 (acknowledging that groundwater is a valuable resource in Napa County and encouraging responsible use) and Policy CON-53 (requires all applicants for discretionary projects to demonstrate the availability of an adequate water supply prior to approval).

Consistent with these General Plan policies and the WAA requirement, Applicant provided a WAA prepared by licensed hydrologist O'Connor Environmental, Inc. (the OEI WAA) who evaluated the Winery's overall groundwater demand, adequacy of the water source, and the potential hydrologic relationship with Soda Creek. The OEI WAA determined that continued pumping at the existing operating level (e.g., 17 gpm) and existing extraction level (5.4 acre-feet per year) is expected to preclude significant adverse effects on surface waters. The OEI WAA recommended these operational restrictions be imposed to ensure the continued sustainable use of groundwater on site and in the surrounding area. These recommendations including standard conditions regarding metering, monitoring and reporting, and the County's ability to require additional measures or revoke the permit if groundwater-basin effects occur were adopted by the Commission. (**Attachment D**, see COA Nos. 4.20.a. and b. and 6.15.a. and b.) Adoption of these groundwater protective measures is typical and routine on discretionary projects in Napa County and is for the purpose of precluding adverse impacts on groundwater resources. Completion of the required analysis of groundwater use is not an unusual circumstance; therefore, the project is not disqualified from using the Class 1 or Class 4 exemptions.

Furthermore, there is nothing unusual about recognizing the existing winery operations or about the minor widening of the driveway needed to comply with the County RSS. The operations do not present unusual circumstances compared to other wineries or activities in the area and the Winery is not unusual in size, scope or setting. As shown in the Winery Comparison Table provided to the Planning Commission, Hagafen Winery's annual visitation of 9,719 is well below the average visitation of 11,103 for similar sized wineries. (See March 18, 2026, Planning Commission Meeting Staff Report Attachment I - Winery Comparison Table.) The modestly sized Winery - approximately 4,820 square feet - is also well below the average square feet of

comparable 50,000-gallon wineries - 14,360. The Winery is set on a 12.28-acre parcel in the Agricultural Preserve zoning district and has been in operation since 1998.

Furthermore, Appellant has not presented any evidence that the Winery would actually have a significant effect on environment. A reasonable possibility of a significant impact may be found only if the proposed project will have an impact on the physical environment. If there is no change from existing baseline physical conditions, the exception does not apply. (*North Coast Rivers Alliance v Westlands Water Dist.* (2014) 227 Cal.App.4th 832, 872.) The record reveals there is no change in the Winery's existing baseline operations, and the only physical change is the modest grading associated with expanding the exiting driveway to meet County RSS access requirements. Appellant has not met its burden of providing evidence that the Winery operations or access improvements present unusual circumstances or that there is reasonable possibility of a significant effect due to unusual circumstances.

Appellant has not Provided any Evidence of Cumulative Impacts Associated with the Project that would Bar Use of the Class 1 and Class 4 Exemptions.

CEQA Guidelines Section 15300.2.b. precludes use of Class 1 and Class 4 exemptions when "the cumulative impact of successive projects of the same type in the same place, over time is significant." A party challenging a categorical exemption has the burden to produce evidence that the cumulative effects exception precludes application of the exemption. (*Arcadians for Environmental Preservation v City of Arcadia* (2023) 88 Cal.App.5th 418, 439.) Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. Substantial evidence is not argument, speculation, unsubstantiated opinion or narrative, or evidence that is clearly inaccurate or erroneous (CEQA Guidelines Section 15384.)

Appellant has not provided any evidence of what other projects in the area have added groundwater, traffic and safety impacts along Silverado Trail or that their impacts are cumulatively considerable. Merely asserting that because the County has approved winery projects as a result of the Compliance Program and that those prior approvals may cause a significant cumulative impact is not evidence that these projects have impacts or that their impacts are cumulatively considerable. It is Appellant's unsubstantiated opinion. Appellant's vague conclusory statement that these prior approvals have added "groundwater constraints" in the same area is likewise devoid of any facts. Such speculation is not sufficient to negate a categorical exemption. (*Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950, 959–960, ["speculation that potential future projects similar to the one under consideration *could* cause a cumulative adverse impact is not sufficient to negate a categorical exemption"].)

As stated in Response to Appeal Ground Nos. 3, 5, and 6 (above), there is no evidence of any potentially significant effects to groundwater, traffic or safety resulting from recognizing Winery operations that have been occurring since at least 2018. The only evidence in the record confirms

that potential impacts to groundwater, traffic and safety were considered and reviewed by subject matter experts including a hydrogeologist, a civil engineer, the County Engineering Division, the County Public Works Department Traffic Engineer, and the County Fire Marshal who all opined that the project would not have a potentially significant effect on the environment. When there is no substantial evidence of any individual potentially significant effect by a project under review, the lead agency may reasonably conclude the effects of the project will not be cumulatively considerable. (*Leonoff v. Monterey County Bd. of Supervisors* (1990) 222 Cal.App.3d 1337, 1358.) In short, a cumulative impact of a project is an impact to which that project contributes and to which other projects contribute as well. The project must make some contribution to the impact; otherwise, it cannot be characterized as a cumulative impact of that project. Because there is no evidence of any individual impacts resulting from the project, staff reasonably concluded the effects of the project will not be cumulatively considerable.

Appeal Ground No. 7: Appellant generally asserts the Planning Commission's express or implied findings regarding consistency with applicable County Code requirements, neighborhood compatibility, adequacy of conditions of approval, and absence of significant environmental and operational impacts are not supported by substantial evidence in the whole record.

Staff Response:

Appellant disregards the substantial evidence in the record documenting staff and the Commission's thoughtful review of the Project for compliance with the County Code, consistency with the General Plan, and analysis of potential environmental impacts. This evidence includes, but is not limited to, the specific Use Permit Findings and accompanying analysis adopted by the Commission, the 26 pages of conditions of approval and interdepartmental recommendations imposed on the Project, the CEQA memo, the Water Availability Analysis prepared by a licensed hydrogeologist, and the Wastewater Feasibility Report prepared by a licensed civil engineer, all of which provides ample evidence in support of the Commission's decision.

As discussed in detail in Response to Appeal Ground No. 2, the conditions of approval adopted by the Commission were revised to reflect the County's current standard conditions of approval, replacing outdated language and practices to ensure consistency and uniformity among winery use permits. The conditions are substantially the same as the original conditions and did not weaken neighbor protections or monitoring requirements. Regarding neighborhood compatibility, staff incorporates Responses to Appeal Ground No. 3 here by reference. Appellant's speculative concerns regarding traffic, parking, noise, and neighborhood conditions were not disregarded. Potential operational impacts on these topics and the neighbors were considered. Additionally, as discussed in Response to Appeal Ground Nos. 5 and 6, the necessary and appropriate environmental analysis under CEQA was conducted.

Staff's consideration and professional judgment on each topic is supported by the record, and Appellant has not provided any evidence that contradicts staff's conclusions. Appellant's disagreement with the conclusions does not mean there is an absence of substantial evidence. The findings identify the evidence relied upon and explain the connection between that evidence and the County's land use, public-safety and welfare, and environmental conclusions. The above Responses to Grounds further elaborate on staff's review process and basis for the preparation of the Recommended Findings adopted by the Commission.

“C”

Applicant Additional Legal Argument

Betsy Strauss
Attorney at Law
3018 Porter Street NW
Washington D.C. 20008

June 26, 2026

Napa County Board of Supervisors
1195 Third Street
Napa, California 94559

RE: **Use Permit Major Modification #P19-00121-MOD: Hagafen Cellars Winery**

Dear Honorable Chair and Members of the Board of Supervisors:

I represent Hagafen Cellars, the applicant for Use Permit Major Modification #P19-00121-MOD. On April 1, 2026, the Planning Commission approved Use Permit P19-00121-MOD subject to certain final conditions of approval, Napa County Department comments, and all applicable Napa County regulations. Ariane Matschullat and Weathervane Ranch, LLC appealed the Planning Commission's April 1 decision. Hagafen Cellars requests respectfully that the Board deny the appeal and uphold the Planning Commission's decision. As explained in their "Reasons for Appeal," Ariane Marschullat and Weathervane, LLC are owners of property immediately adjacent to the north and to the east of the Hagafen Cellars Winery. A residence, surrounded by trees and other vegetation, is located on the property to the north, approximately 700 feet from the Hagafen Cellars Winery. The property owned by the Appellants to the east is vacant.

We would appreciate your consideration of the following:

1. The Napa County Code Compliance Program and this Use Permit

The County Code Compliance Program is a "systematic program with enforceable deadlines for landowners to apply for new permits or modifications **to resolve outstanding violations**" (Resolution No. 2018-164; emphasis added). This Program provides an option for property owners not in compliance with their use permits to come forward and remedy any violations.

A. By memo of November 18, 2020, Planning, Building & Environmental Services staff explained to the neighbors that "The winery application acknowledges that operations have been out of compliance with their original 1998 Use Permit."

Hagafen Cellars does not dispute the "outstanding violations" of its previously issued use permit.

B. Napa County Code 18.16.020(I) states that wineries authorized by use permit are allowed in the AP district; "provided, that no expansion of uses or structures beyond those

which were authorized by use permit…shall be permitted **except as may be authorized by a subsequent use permit issued pursuant to this title**" (emphasis added).

Hagafen Cellars does not dispute that a "subsequent use permit" must be issued to continue its existing operations. Application has been made for that "subsequent use permit" in Use Permit Major Modification #19-00121-MOD.

2. The Application's Request for Modification of Conditions

This application requested modification of the following conditions of approval to Use Permit #97219-UP:

- COA 2 to remove the requirement for mailing notice of events to identified individuals
- COA 3 to remove the requirement for submitting an annual report of daily visitation counts
- COA 15 to remove the requirement to submit an annual report of grape source data
- COA 16 to remove the requirement to submit an annual statement certifying compliance with grape sourcing requirements; and
- COA 21 to remove the requirement for submitting an annual report of the number of gallons of wine produced during the year.

The Planning Commission approved each of these requested modifications.

In addition, the Planning Commission modified COA 2 by deleting the following text:

~~Except for the "harvest" event and events as may specifically be authorized pursuant to the Temporary Event Ordinance, no picnicking, outdoor dining, or outdoor wine tasting shall be permitted and no outside marketing activities shall involve amplified music~~.

3. Revised and Updated Request for Modification of Conditions

Hagafen Cellars presents this revised request for modification of the conditions of approval to Use Permit #92719-UP. This revised request is based upon concerns expressed by the Appellants' attorney and Hagafen Cellars' commitment to being a good neighbor:

- Amend COA 2 - Notice of events to certain identified individuals

The individuals and business on the attached mailing notice list shall be provided with written notice, a minimum of ten (10) days, in advance of any and all of the twelve (12) events that can occur each year.

- Amend COA 2 – Limit on picnicking, outdoor dining and outdoor wine tasting to the trellis area

Picnicking, outdoor dining and outdoor wine tasting shall only occur in the existing outdoor trellis area adjacent to the tasting room.

- Amend COA 3 - Visitor Reports

Visitor counts shall be maintained daily that would be made available to the Department within five (5) days notice, and shall be compiled in an annual report submitted to the Department by the end of January of each year.

- Amend COA 21 - Wine Production Reports

The applicant shall report to the Planning Department in December of each year the number of gallons of wine produced during the year.

- NEW 4.20d – Notice of Spraying

On or about March 20 each year, a notice shall be sent to the adjoining property owners informing them that spray season is generally April through July each year and that certified organic materials will be applied approximately every two weeks during the season.

- NEW 6.3 – Lighting

Any exterior lighting shall be shielded and downward directed.

- NEW 9.3 – Eastern gate access

The east-facing gate shall be permanently locked and thereby made non-operative within 10 (ten) days of the approval of P-19-00121-MOD. No pedestrian, vehicle, equipment, agricultural, winery, event, construction, maintenance, or operational access shall occur through the east-facing gate except in the event of a fire or other emergency or with the permission of the property owner to the east.

4. California Environmental Quality Act

The appellants have challenged the County's compliance with CEQA. We will defer to County Counsel's response to the appellants' challenge in this regard and briefly state that:

- The County adopted a negative declaration in conjunction with its approval of the winery by Use Permit #97219-UP.
- Section 15162 of the CEQA Guidelines requires a subsequent negative declaration if substantial changes are proposed in the project that involve "new significant environmental effects" or a "substantial increase in the severity of previously identified significant effects."
- There are no "new significant environmental effects" or a "substantial increase in the severity of previously identified significant effects" from the changes approved by the Planning Commission because continued operations at the proposed modified level will not exceed the 2018 operational baseline.
- In the absence of a need for a subsequent negative declaration, Section 15162(d) directs the County to determine whether to prepare "further documentation." The County has made a categorical exemption determination.

5. In conclusion

We ask for your approval of this application which, according to County staff, complies with the terms and conditions of the Code Compliance Program, the General Plan and all other Napa County codes and regulations.

As explained in the County's Agricultural Preservation and Land Use element:

"The Right to Farm is recognized throughout this Plan and is specifically called out in both this Element and in the County Code. Right to Farm provisions ensure that agriculture remains the primary land use in Napa County and is not threatened by potentially competing uses or neighbor complaints."

Thank you for your consideration.

Sincerely

Betsy Strauss

C: Hagafen Cellars
Emily Hedge
Patricia Curtin

Mailing List – COA 2

Matschullat, Ariane
4176 Silverado Trail
Napa, California 94558

Matschullat, Arianne
46 Vineyard Lane
Greenwich, CT 06830

Patricia Curtin
Fennemore
2185 No. California Blvd., #240
Walnut Creek, CA 94596

Weathervane Ranch, LLC
c/o The Dorian A. Vergos Company
45 Rockefeller Plaza, Suite 2216
New Yor, NY 10101

“D”

Final Conditions of Approval

PLANNING COMMISSION HEARING – APRIL 1, 2026
FINAL CONDITIONS OF APPROVAL

HAGAFEN CELLARS WINERY
Application P19-00121-MOD
4160 Silverado Trail, Napa
Assessor's Parcel Number 039-130-002

This permit encompasses and shall be limited to the project commonly known as Hagafen Cellars Winery, located at 4160 Silverado Trail, Napa. Part I encompasses the Project Scope and general conditions pertaining to statutory and local code references, project monitoring, and the process for any future changes or activities. Part II encompasses the ongoing conditions relevant to the operation of the project. Part III encompasses the conditions relevant to construction and the prerequisites for a Final Certificate of Occupancy. It is the responsibility of the permittee to communicate the requirements of these conditions and mitigations (if any) to all designers, contractors, employees, and guests of the winery to ensure compliance is achieved.

Where conditions are not applicable or relevant to this project, they shall be noted as "Reserved" and therefore have been removed.

When modifying a legally established entitlement related to this project, these conditions are not intended to be retroactive or to have any effect on existing vested rights except where specifically indicated.

PART I

1.0 PROJECT SCOPE

The permit encompasses and shall be limited to:

1.1 Approval to modify an existing 50,000 gallon per year winery, previously approved under Use Permit #97219-UP and subsequent modifications to recognize and approve the following:

a. Days of operation Monday through Sunday;
b. Retail sales Monday through Sunday from 11:00 AM to 4:00 PM;
c. Visitation and tours and tasting as set forth in Condition of Approval No. 4.2;
d. Use of a storage room (approximately 720 square feet) for winery storage;
e. Widening the existing driveway to meet the requirements as outlined in the latest edition of the Napa County Road and Street Standards;
f. Revise COA No. 2 of Permit No. 99477 to remove the requirement for mailing notice of events to identified individuals;
g. Revise COA No. 3 of Permit No. 99477 to remove the requirement for submitting an annual report of daily visitation counts;
h. Remove COA No.15 of Permit No. 99477 requiring submittal of an annual report of grape source data;
i. Remove COA No.16 of Permit No. 99477 requiring submittal of an annual statement certifying compliance with grape sourcing requirements; and
j. Revise COA No. 21 of Permit No. 99477 to remove the requirement for submitting an annual report of the number of gallons of wine produced during the year.

The winery shall be designed in substantial conformance with the submitted site plan, elevation drawings, and other submittal materials and shall comply with all requirements of the Napa County Code (the County Code). It is the responsibility of the permittee to communicate the requirements of these conditions and mitigations (if any) to all designers, contractors, employees, and guests of the winery to ensure compliance is achieved. Any expansion or change in winery use or alternative locations for fire suppression or other types of water tanks shall be approved in accordance with the County Code and may be subject to the permit modification process.

2.0 STATUTORY AND CODE SECTION REFERENCES

All references to statutes and code sections shall refer to their successor as those sections or statutes may be subsequently amended from time to time.

3.0 MONITORING COSTS

All staff costs associated with monitoring compliance with these conditions, previous permit conditions, and project revisions shall be borne by the permittee and/or property owner. Costs associated with conditions of approval and mitigation measures that require monitoring, including investigation of complaints, other than those costs related to investigation of complaints of non-compliance that are determined to be unfounded, shall be charged to the property owner or permittee. Costs shall be as established by resolution of the Board of Supervisors in accordance with the hourly consulting rate established at the time of the monitoring and shall include maintenance of a $500 deposit for construction compliance monitoring that shall be retained until issuance of a Final Certificate of Occupancy. Violations of conditions of approval or mitigation measures caused by the permittee's contractors, employees, and/or guests are the responsibility of the permittee.

The Planning Commission may implement an audit program if compliance deficiencies are noted. If evidence of a compliance deficiency is found to exist by the Planning Commission at some time in the future, the Planning Commission may institute the program at the applicant's expense (including requiring a deposit of funds in an amount determined by the Commission) as needed until compliance assurance is achieved. The Planning Commission may also use the data, if so warranted, to commence revocation proceedings in accordance with the County Code.

PART II

4.0 OPERATIONAL CHARACTERISTICS OF THE PROJECT

Permittee shall comply with the following during operation of the winery:

4.1 GENERAL PROVISIONS

Consistent with the County Code, tours and tastings and marketing may occur at a winery only where such activities are accessory and "clearly incidental, related, and subordinate to the primary operation of the winery as a production facility."

Tours and tastings (defined below) may include food and wine pairings, where all such food service is provided without charge except to the extent of cost recovery and is incidental to the tasting of wine. Food service may not involve menu options and meal service such that the winery functions as a café or restaurant.

Retail sales of wine shall be permitted as set forth in the County Code.

4.2 TOURS AND TASTINGS/VISITATION

Tours and tastings shall be by appointment only and shall be limited to the following:

a. Frequency: Seven (7) days per week; Monday through Sunday
b. Maximum number of persons per day: 60
c. Maximum number of persons per week: 311
d. Maximum number of persons per year: 9,719
e. Hours of visitation: 10:00 AM to 5:00 PM
f. Tours and tastings shall not occur on days an event is held.

"Tours and tastings" means tours of the winery and/or tastings of wine, where such tours and tastings are limited to persons who have made unsolicited prior appointments for tours or tastings. To the maximum extent feasible, scheduling of visitors shall not occur during peak travel times: Weekday AM peak hour (7–9 AM), Weekday PM peak hour (4–6 PM), Weekend mid-day peak hour (typically 12–2 PM) [Provided by the Department of Public Works].

A log book (or similar record) shall be maintained to document the number of visitors to the winery (for either tours and tastings or marketing events), and the dates of the visits. This record of visitors shall be made available to the Planning, Building and Environmental Services (PBES) Department upon request.

4.3 MARKETING **[RESERVED]**

4.4 ON-PREMISES CONSUMPTION **[RESERVED]**

4.5 RESIDENCE OR NON-WINERY STRUCTURES

Unless specifically authorized by this permit or a previously approved permit, the existing single-family residence shall not be used for commercial purposes or in conjunction with the operation and/or visitation/marketing program for the winery. If the residence is rented, it shall only be rented for periods of 30 days or more, pursuant to the County Code.

4.6 GRAPE SOURCE

At least 75% of the grapes used to make the winery's still wine or the still wine used by the winery to make sparkling wine shall be grown within Napa County**.** The permittee shall keep records of annual production documenting the source of grapes to verify that 75% of the annual production is from Napa County grapes. The report shall recognize the Agriculture Commission's format for County of origin of grapes and juice used in the Winery Production Process. The report shall be provided to the PBES Department upon request, but shall be considered proprietary information and not available to the public.

4.7 COMPLIANCE REVIEW

Permittee shall obtain and maintain all permits (use permits and modifications) and licenses from the California Department of Alcoholic Beverage Control (ABC) and United States Tax and Trade Bureau (TTB), and California Department of Food and Agriculture (CDFA) Grape Crush Inquiry data, all of which are required to produce and sell wine. In the event the required ABC and/or TTB permits and/or licenses

are suspended or revoked, permittee shall cease marketing events and tours and tastings until such time as those ABC and/or TTB permits and licenses are reinstated.

Visitation log books, visitor reports, custom crush client records, and any additional documentation determined by Staff to be necessary to evaluate compliance may be requested by the County for any code compliance. The permittee (and their successors) shall be required to participate fully in the winery code compliance review process.

4.8 RENTAL/LEASING **[RESERVED]**

4.9 GROUND WATER MANAGEMENT – WELLS **[RESERVED]**

4.10 AMPLIFIED MUSIC

There shall be no amplified sound system or amplified music utilized outside of approved, enclosed, winery buildings.

4.11 TRAFFIC

To the maximum extent feasible, scheduling of reoccurring vehicle trips to and from the site for employees and deliveries shall not occur during peak travel times: Weekday AM peak hour (7–9 AM), Weekday PM peak hour (4–6 PM), Weekend mid-day peak hour (typically 12–2 PM) [Provided by the Department of Public Works]. All road improvements on private property required per Engineering Services shall be maintained in good working condition and in accordance with the Napa County Roads and Streets Standards.

4.12 PARKING

The location of visitor parking and truck loading zone areas shall be identified along with proposed circulation and traffic control signage (if any).

Parking shall be limited to approved parking spaces only and shall not occur along access or public roads or in other locations except during harvest activities and approved marketing events. In no case shall parking impede emergency vehicle access or public roads.

4.13 BUILDING DIVISION – USE OR OCCUPANCY CHANGES

Please contact the Building Division with any questions regarding the following:

In accordance with the California Building Code (CBC), no change shall be made in the use of occupancy of an existing building unless the building is made to comply with the requirements of the current CBC for a new building.

4.14 FIRE DEPARTMENT – TEMPORARY STRUCTURES

Please contact the Fire Department with any questions regarding the following:

The permittee and/or designee shall obtain a tent permit from the Fire Department for any temporary structures utilized for authorized marketing events allowed per COA No. 4.3 above.

4.15 NAPA COUNTY MOSQUITO ABATEMENT PROGRAM **[RESERVED]**

4.16 GENERAL PROPERTY MAINTENANCE – LIGHTING, LANDSCAPING, PAINTING, OUTDOOR EQUIPMENT STORAGE, AND TRASH ENCLOSURE AREAS

a. All lighting shall be permanently maintained in accordance with the lighting and building plans approved by the County. Lighting utilized during harvest activities is exempt from this requirement.

b. All landscaping and outdoor screening, storage, and utility structures shall be permanently maintained in accordance with the landscaping and building plans approved by the County. No stored items shall exceed the height of the screening. Exterior winery equipment shall be maintained so as to not create a noise disturbance or exceed noise thresholds in the County Code.

c. The colors used for the roof, exterior walls and built landscaping features of the winery shall be limited to earth tones that will blend the facility into the colors of the surrounding site specific vegetation. The permittee shall obtain the written approval of the Planning Division prior to any change in paint colors that differs from the approved building permit. Highly reflective surfaces are prohibited.

d. Designated trash enclosure areas shall be made available and properly maintained for intended use.

4.17 NO TEMPORARY SIGNS

Temporary off-site signage, such as “A-Frame” signs, is prohibited.

4.18 COMPLIANCE WITH OTHER DEPARTMENTS AND AGENCIES – OPERATIONAL CONDITIONS

The attached project conditions of approval include all of the following County Divisions, Departments and Agencies’ requirements. Without limiting the force of those other requirements which may be applicable, the following are incorporated by reference as enumerated herein:

a. Engineering Services Division operational conditions as stated in their Memorandum dated February 6, 2026.

b. Environmental Health Division operational conditions as stated in their Memorandum dated February 9, 2026.

c. Fire Marshal’s Office operational conditions as stated in their Inter-Office Memo dated February 20, 2026.

The determination as to whether or not the permittee has substantially complied with the requirements of other County Divisions, Departments and Agencies shall be determined by those County Divisions, Departments or Agencies. The inability to substantially comply with the requirements of other County Divisions, Departments and Agencies may result in the need to modify this permit.

4.19 OPERATIONAL MITIGATION MEASURES **[RESERVED]**

4.20 CONDITIONS APPLICABLE TO THE OPERATIONAL ASPECTS OF THE PROJECT

a. Groundwater Management – The parcel shall be limited to a maximum of 5.4 acre-feet of groundwater per year for all water consuming activities on the project parcel. A Groundwater Demand Management Program shall be developed and implemented for the property as outlined in COA 6.15(a) below.

   In the event that changed circumstances or significant new information provide substantial evidence[1] that the groundwater system referenced in the Use Permit would significantly affect the groundwater basin, the PBES Director shall be authorized to recommend additional reasonable conditions on the permittee, or revocation of this permit, as necessary to meet the requirements of the County Code and to protect public health, safety, and welfare.

b. The pumping rate of the Project Well (Well 1) shall be reduced and shall remain at 17 gallons per minute (gpm) or less, as identified in the Project Water Availability Analysis, dated December 4, 2025, (Project WAA). Equipment selection and a maintenance plan shall be developed and implemented for the property as outlined in COA No. 6.15.b. below.

c. In addition to Permit #99477 Condition of Approval No. 2 (See COA No. 4.21 Exhibit A), marketing events shall be subject to the following:
   a. Different event types shall not be held on the same day.
   b. A 100-person event (Celebration Events) shall not be held while the winery is conducting crush operations.
   c. Tours and tastings shall not be allowed on days when an event will occur.

4.21 PREVIOUS CONDITIONS

The permittee shall comply with the following previous conditions of approval for the winery use as consolidated into the attached document as Exhibit A. To the extent there is a conflict between a previous condition of approval identified in the attached document and these conditions, the more stringent condition shall control.

PART III

5.0 PREREQUISITE FOR ISSUANCE OF PERMITS

5.1 PAYMENT OF FEES

No building, grading or sewage disposal permits shall be issued or other permits authorized until all accrued planning permit processing fees have been paid in full.

[1] Substantial evidence is defined by case law as evidence that is of ponderable legal significance, reasonable in nature, credible and of solid value. The following constitute substantial evidence: facts, reasonable assumptions predicated on facts; and expert opinions supported by facts. Argument, speculation, unsubstantiated opinion or narrative, or clearly inaccurate or erroneous information do not constitute substantial evidence.

This includes all fees associated with plan check and building inspections, associated development impact fees established by County Ordinance or Resolution, and the Napa County Affordable Housing Mitigation Fee in accordance with County Code.

6.0 GRADING/DEMOLITION/ENVIRONMENTAL/BUILDING PERMIT/OTHER PERMIT PREREQUISITES

Permittee shall comply with the following with the submittal of a grading, demolition, environmental, building and/or other applicable permit applications.

6.1 COMPLIANCE WITH OTHER DEPARTMENTS AND AGENCIES – PLAN REVIEW, CONSTRUCTION AND PREOCCUPANCY CONDITIONS

The attached project conditions of approval include all of the following County Divisions, Departments and Agencies' requirements. The permittee shall comply with all applicable building codes, zoning standards, and requirements of County Divisions, Departments and Agencies at the time of submittal and may be subject to change. Without limiting the force of those other requirements which may be applicable, the following are incorporated by reference as enumerated herein:

a. Engineering Services Division plan review/construction/ preoccupancy conditions as stated in their Memorandum dated February 6, 2026.

b. Environmental Health Division plan review/construction/ preoccupancy conditions as stated in their Memorandum dated February 9, 2026.

c. Fire Marshal's Office plan review/construction/ preoccupancy conditions as stated in their Inter-Office Memo dated February 20, 2026.

The determination as to whether or not the permittee has substantially complied with the requirements of other County Divisions, Departments and Agencies shall be determined by those County Divisions, Departments or Agencies. The inability to substantially comply with the requirements of other County Divisions, Departments and Agencies may result in the need to modify the permit.

6.2 BUILDING DIVISION – GENERAL CONDITIONS

a. A building permit shall be obtained for all construction occurring on the site not otherwise exempt by the California Building Code (CBC) or any State or local amendment adopted thereto.

b. If there are any existing structures and/or buildings on the property that will need to be removed to accommodate construction activities, a separate demolition permit shall be required from the Building Division prior to removal. The permittee shall provide a "J" number from the Bay Area Air Quality Management District (BAAQMD) at the time the permittee applies for a demolition permit if applicable.

c. All areas of newly designed and newly constructed buildings, facilities and on-site improvements must comply with the CBC accessibility requirements, as well as, American with Disability Act requirements when applicable. When alterations or additions are made to existing buildings or facilities, an

accessible path of travel to the specific area of alteration or addition shall be provided as required per the CBC.

6.3 LIGHTING – PLAN SUBMITTAL **[RESERVED]**

6.4 LANDSCAPING – PLAN SUBMITTAL **[RESERVED]**

6.5 COLORS **[RESERVED]**

6.6 OUTDOOR STORAGE/SCREENING/UTILITIES **[RESERVED]**

6.7 TRASH ENCLOSURES

Adequate area must be provided for collection and loading of garbage and recyclables generated by the project. The applicant must work with the franchised garbage hauler for the service area in which they are located, in order to determine the area and the pedestrian and vehicle access needed for the collection site. The garbage and recycling enclosure shall meet the minimum enclosure requirements established by staff and the franchised hauler, which shall be included in the building permit submittal.

6.8 ADDRESSING **[RESERVED]**

6.9 HISTORIC RESOURCES **[RESERVED]**

6.10 DEMOLITION ACTIVITIES **[RESERVED]**

6.11 VIEWSHED – EXECUTION OF USE RESTRICTION **[RESERVED]**

6.12 PERMIT PREREQUISITE MITIGATION MEASURES **[RESERVED]**

6.13 PARCEL CHANGE REQUIREMENTS **[RESERVED]**

6.14 FINAL MAPS **[RESERVED]**

6.15 OTHER CONDITIONS APPLICABLE TO THE PROJECT PERMITTING PROCESS

a. Groundwater Demand Management Program

1. The permittee shall install a meter on the project well (Well #1). The meter shall be placed in a location that will allow for the measurement of all groundwater used on the project parcel. Prior to the issuance of a grading or building permit for the winery the permittee shall submit for review and approval by the PBES Director a groundwater demand management plan which includes a plan for the location and the configuration of the installation of a meter on the project well.

2. The plan shall identify how best available technology and best management water conservation practices will be applied throughout the parcel.

3. The plan shall identify how best management water conservation practices will be applied where possible in the structures on site. This includes but is not limited to the installation of low flow fixtures and appliances.

4. As groundwater consuming activity already exists on the property, meter installation and monitoring shall begin immediately, and the first monitoring report is due to the County within 120 days of approval of this permit.

5. For the first twelve months of operation under this permit, the permittee shall read the meters of at the beginning of each month and provide the data to the PBES Director monthly. If the water usage on the property exceeds, or is on track to exceed 5.4 acre-feet per year, or if the permittee fails to report, additional reviews and analysis and/or a corrective action program at the permittee's expense shall be required to be submitted to the PBES Director for review and action.

6. The permittee's wells shall be included in the Napa County Groundwater Monitoring program if the County finds the well suitable.

7. At the completion of the reporting period per 6.15(e)(5) above, and so long as the water usage is within the maximum acre-feet per year as specified above, the permittee may begin the following meter reading schedule:

    i. On or near the first day of each month the permittee shall read the water meter and provide the data to the PBES Director during the first weeks of April and October. The PBES Director, or the Director's designated representative, has the right to access and verify the operation and readings of the meters during regular business hours.

b. Within 90 days of approval of this modification, the permittee shall submit information on the well pump flow restrictor or equivalent equipment to be installed on the Project Well, as described in COA 4.20.b. Information shall be submitted to the Planning Division directly for Director approval. The submittal shall include a narrative providing information of how the device works, equipment specifications, and a maintenance and monitoring plan. Installation shall be completed within 30 days of approval of the associated plans. Within 14 days of installation, evidence shall be provided to the County demonstrating installation and operation. The PBES Department may extend these dates by taking into consideration the severity of the required changes with respect to public safety, or other factors that the PBES Department determines are reasonable. Any request for extension of time must be submitted in writing by the permittee and received by the PBES Department two (2) weeks prior to the end of the timelines specified herein and the PBES Department will determine the extension timeframe.

c. Within 60 days of use permit approval, the permittee shall submit a building permit application to PBES to remedy all remaining violations referenced

within the Code Enforcement Letter associated with case number CE19-00128, distributed on July 16, 2019. Code Enforcement staff shall conduct an inspection to confirm the resolved violations remain in compliance.

d. Driveway improvements shall be completed within one (1) year of approval of this Use Permit Modification. If driveway improvements have not been constructed by this time, winery operations shall revert back to the levels approved in Use Permit Modification No. 99477.

7.0 PROJECT CONSTRUCTION

Permittee shall comply with the following during project construction:

7.1 SITE IMPROVEMENTS

Please contact Engineering Services with any questions regarding the following.

a. GRADING AND SPOILS

All grading and spoils generated by construction of the project facilities shall be managed per Engineering Services direction. Alternative locations for spoils are permitted, subject to review and approval by the PBES Director, when such alternative locations do not change the overall concept, and do not conflict with any environmental mitigation measures or conditions of approval.

b. DUST CONTROL

Water and/or dust palliatives shall be applied in sufficient quantities during grading and other ground disturbing activities on-site to minimize the amount of dust produced. Outdoor construction activities shall not occur when average wind speeds exceed 20 mph.

c. AIR QUALITY

During all construction activities the permittee shall comply with the most current version of BAAQMD Basic Construction Best Management Practices including but not limited to the following, as applicable:

1. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. The BAAQMD's phone number shall also be visible.

2. Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, grading areas, and unpaved access roads) two times per day.

3. Cover all haul trucks transporting soil, sand, or other loose material off-site.

4. Remove all visible mud or dirt traced onto adjacent public roads by using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

5. All vehicle speeds on unpaved roads shall be limited to 15 mph.

6. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

7. Idling times shall be minimized either by shutting off equipment when not in use or reducing the maximum idling time to five (5) minutes (as required by State Regulations). Clear signage shall be provided for construction workers at all access points.

8. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. Any portable engines greater than 50 horsepower or associated equipment operated within the BAAQMD's jurisdiction shall have either a California Air Resources Board (ARB) registration Portable Equipment Registration Program (PERP) or a BAAQMD permit. For general information regarding the certified visible emissions evaluator or the registration program, visit the ARB FAQ http://www.arb.ca.gov/portable/perp/perpfact_04-16-15.pdf or the PERP website http://www.arb.ca.gov/portable/portable.htm.

d. STORM WATER CONTROL
The permittee shall comply with all construction and post-construction storm water pollution prevention protocols as required by the County Engineering Services Division, and the California Regional Water Quality Control Board.

7.2 ARCHEOLOGICAL FINDING
In the event that archeological artifacts or human remains are discovered during construction, work shall cease in a 50-foot radius surrounding the area of discovery. The permittee shall contact the PBES Department for further guidance, which will likely include the requirement for the permittee to hire a qualified professional to analyze the artifacts encountered and to determine if additional measures are required.

If human remains are encountered during project development, all work in the vicinity must be halted, and the Napa County Coroner informed, so that the Coroner can determine if an investigation of the cause of death is required, and if the remains are of Native American origin. If the remains are of Native American origin, the permittee shall comply with the requirements of Public Resources Code Section 5097.98.

7.3 CONSTRUCTION NOISE **[RESERVED]**

7.4 CONSTRUCTION MITIGATION MEASURES **[RESERVED]**

7.5 OTHER CONSTRUCTION CONDITIONS APPLICABLE TO THE PROJECT PROPOSAL **[RESERVED]**

8.0 TEMPORARY CERTIFICATE OF OCCUPANCY – PREREQUISITES [RESERVED]

9.0 FINAL CERTIFICATE OF OCCUPANCY – PREREQUISITES

Permittee shall comply with the following before a Final Certificate of Occupancy is granted by the County Building Official, which upon granting, authorizes all use permit activities to commence.

9.1 FINAL OCCUPANCY
All project improvements, including compliance with applicable codes, conditions, and requirements of all Departments and Agencies with jurisdiction over the project, shall be completed.

9.2 SIGNS **[RESERVED]**

9.3 GATES/ENTRY STRUCTURES **[RESERVED]**

9.4 LANDSCAPING **[RESERVED]**

9.5 ROAD OR TRAFFIC IMPROVEMENT REQUIREMENTS **[RESERVED]**

9.6 DEMOLITION ACTIVITIES **[RESERVED]**

9.7 GRADING SPOILS
All spoils shall be removed in accordance with the approved grading permit and/or building permit.

9.8 MITIGATION MEASURES APPLICABLE PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY **[RESERVED]**

9.9 OTHER CONDITIONS APPLICABLE PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY **[RESERVED]**

EXHIBIT A
PREVIOUS CONDITIONS

HAGAFEN CELLARS WINERY
Application P19-00121-MOD
4160 Silverado Trail, Napa
Assessor's Parcel Number 039-130-002

4.21 The permittee shall comply with the following previous conditions of approval for the Hagafen Cellars Winery use as consolidated in this document. To the extent there is a conflict between a previous condition of approval identified in the attached document and these conditions, the more stringent condition shall control.

A. Use Permit No: 97219
Scope and all conditions replaced by Modification No. 99477.

B. Appeal of Use Permit No: 97219
Scope and all conditions replaced by Modification No. 99477.

C. Stipulation (Case No. AO90536 – Dated May 4, 2000)
Approved final scope and conditions to be adopted with Modification No. 99477.

D. Modification No: 99477

COA No. 1. The permit is limited to:

a. The establishment of a winery with a 50,000 gallon/year production capacity in conformance with the application information sheet and supplemental information sheets for winery uses.

b. The construction of a 6,800 s.f. winery which includes: a 4,500 s.f. two story main winery building with an attached covered 1920 s.f. outdoor concrete slab processing area; a 361 s.f. tasting room building; an uncovered 1920 s.f. concrete pad for processing, in conformance with the approved site plan, floor plan, building elevations.

c. ~~Custom production activities (crushing, fermenting, barrel ageing, and bottling) for a maximum of four (4) custom producers utilizing a maximum 25,000 gallons of the winery's 50,000 gallon/year production capacity; commencing with the crush in 2005, a maximum of three (3) custom producers will be allowed.~~ **[Revised by P18-00081]**

d. ~~The existing access road shall be removed upon completion of the new driveway resulting in the use of only one access from Silverado Trail.~~ **[Completed]**

Any expansion or changes in use shall be by separate Use Permit submitted for Commission or Zoning Administrator consideration.

~~No modifications, expansions or changes relating to gallon/year production capacity,~~

~~retail sales, events and tastings and tours shall be sought prior to December 31, 2005. Any modifications, expansions or changes to the Use Permit on or before July 1, 2008 shall be provided to the owners at 4176 Silverado Trail at least 30 days in advance of the filing of such request with the County and a copy of the request shall also be provided to their attorney Stephen T. Buehl, Gagen, McCoy, McMahon & Armstrong, 1030 Main Street, Suite 212, St. Helena, CA 94574.~~ **[Timeframe surpassed]**

COA No. 2. Marketing activities as defined in Section 18.08.370 (activities held for members of the wine trade, persons who have pre-established business or personal relationships with the winery or its owners, or members of a particular group for which the activity is being conducted on a pre-arranged basis. Any charge associated with food service is limited to the extent of cost recovery) are limited to:

a. Celebration Events:
Harvest (Sukkot).
Frequency: 1 per year
Number of persons: Maximum 75 persons
Time of Day: Noon-4:00 PM

Holidays (Hanukkah and Passover)
Frequency: 2 per year
Number of persons: Maximum 100
Time of Day: 5:00-9:00 PM

b. Wine and Food Events:
Lunches and dinners in the winery or tasting room for Trade and Consumer by prior appointment:
Frequency: 8 per year
Number of Persons: maximum 50

c. Wine Auction-Related Event:
Frequency: 1 per year
Number of Persons: Maximum 50
Time of Day: 2:00-5:00 PM

A maximum of twelve (12) events/year are allowed, which includes any events authorized pursuant to the Temporary Event Ordinance and shall not exceed four (4) hours in length. ~~Except for the "harvest" event and events as may specifically be authorized pursuant to the Temporary Event Ordinance, no picnicking, outdoor dining, or outdoor wine tasting shall be permitted and no outside marketing activities shall involve amplified music.~~ All events shall cease by 10:00 PM (including cleanup) except the events specified above as ending at 10:00 PM shall complete cleanup by 11:00 PM. **[Revised by P18-00081 COA 1.2]**

~~The individuals on the attached mailing notice list shall be provided with written notice, a minimum of ten (10) days, in advance of any and all of the twelve (12) events that can occur each year.~~ **[Revised by P19-00121 COA 1.1.f]**

COA No. 3.

~~a. Tours of the winery and/or tasting of wine shall be by appointment only and are limited to twenty-five (25) persons per day between the hours of 10:00 AM and 5:00 PM, except Saturdays when no tours or tasting shall be permitted, and shall be limited to members of the wine trade, persons invited by the winery who have pre-established business or personal relationships with the winery or its owners, and persons who have made unsolicited prior appointments for tours or tastings. (As defined by Section 18.08.620). Visitor counts shall be maintained daily that would be made available to the Department within five (5) days notice, and shall be compiled in an annual report submitted to the Department by the end of January each year.~~ **[Revised by P19-00121 COA 1.1.c; 1.1.g; and 4.2]**

~~b. The winery shall be open for retail sales of wine Sunday through Thursday 11:00 AM and 4:00 PM. No retail sales shall be conducted either Friday or Saturday.~~ **[Revised by P19-00121 COA 1.1.b]**

COA No. 5. All outdoor storage of winery production equipment shall be screened from view of adjacent properties by a visual barrier consisting of fencing and/or dense landscaping, and shall remain within the driveway loop. No open storage is to exceed the height of the screening.

COA No. 6. Provide a maximum twenty-two (22) off-street parking spaces on a dust-free all-weather surface approved by the Public Works Department. There shall be no winery-related parking on Silverado Trail, on Shady Oaks Lane, nor in any neighboring driveway. In no case shall any parking impede emergency vehicle access to the winery or obscure visibility at the entrance by Silverado Trail.

COA No. 7. The color(s) to be used on the proposed buildings and any exterior lighting fixtures to be used shall be submitted to the Department for review and approval. Exterior lighting fixtures shall be the minimum necessary for the operational and security needs, as low as possible and shall be shielded to direct the light down. The only exterior lights visible from off-site that may be kept on between 7:00 PM and 6:00 AM, except when necessary during crush, are motion-sensor controlled ones.

COA No. 8. Plans for outdoor signs shall be submitted to the Department for review and placement. A sign specifying the hours and days of tours and tastings and retail sales complying with all applicable County ordinances regarding signage shall be posted along Silverado Trail.

~~COA No. 15. The applicant shall report to the Department on an annual basis the source of his grapes, verifying that 75% of the annual production is from Napa County grapes. The report shall include the grape tonnage and the Assessor Parcel Number(s) where grown. Such report shall be proprietary and not available to the public.~~ **[Removed by P19-00121 COA 1.1.h]**

~~COA No. 16. For the public record, the applicant shall annually submit to the Department a statement certifying compliance with the source requirement and indicating the percentage of Napa County grapes utilized.~~ **[Removed by P19-00121 COA 1.1.i]**

COA No. 17. All facilities of the winery, including offices, shall be for the exclusive use of the on-site winery. No overnight accommodations are permitted. No portion of the structure shall be rented, leased and the winery facility shall not be used for events hosted by entities other than the winery itself, except those approved for temporary event license pursuant to Chapter 5.36 Napa County Code.

COA No. 19. Pomace (grape stems, leaves, grape skins) shall not be stockpiled within 500 feet of any off-site occupied dwelling; shall not be stockpiled longer than thirty (30) days, and shall be mixed with the soil within two (2) days of application.

COA No. 20. Grading and construction activities that will generate dust shall utilize water or dust palliatives. Noise producing construction activities shall be limited to weekdays between the hours of 7:00 AM and 7:00 PM. All noisy, stationary construction equipment such as air compressors and concrete pumps shall be placed at least 250 feet from the residential uses located adjacent to the site, or acoustical shielding shall be installed that is sufficient to reduce the exterior noise levels produced.

COA No. 21. The production capacity of the winery shall not exceed 50,000 gallons/year as averaged over any consecutive three (3) year period. In any given year neither production nor waste disposal capacity shall exceed 59,999 gallons. ~~The applicant shall report to the Planning Department in December of each year the number of gallons of wine produced during the year~~. **[Revised by P19-00121 COA 1.1.j]**

COA No. 22. No outdoor noise-producing activities, including those associated with the crush period, shall take place at the winery between the hours of 10:00 PM and 7:00 AM. Noisy stationary outdoor equipment such as air conditioning units, compressors, and pumps shall be located out of direct line-of-sight from the residences located on property adjacent to the site, or acoustical shielding shall be installed that is sufficient to reduce exterior noise to an acceptable level. (55dBA)

E. Very Minor Modification No: P18-00081

1.0 PROJECT SCOPE - This Permit encompasses and replaces the terms of Use Permit (and/or Use Permit Modification) No. 97219-UP, 99477- MOD and shall be limited to:

1.1 Reconstruction and addition of the outdoor trellises that were destroyed in the wildfire.

1.2 Assembly Bill 2004 (Evans) & the Sale of Wine for Consumption on Premises," on-premises consumption of wine produced on-site and purchased from the winery.

1.3 Removal of conditions 1 (c) of Use permit 97219 and 99477, which states "Custom production activities (crushing, fermenting, barrel ageing, and bottling) for a maximum of four (4) custom producers utilizing a maximum 25,000 gallons of the winery's 50,000 gallon/per year production capacity; commencing with the crushing in 2005, a maximum of three (3) custom producers will be allowed.

1.4 Repair/Replace landscape destroyed by the fire.

Modification No: 99477 - Condition of Approval No. 2 - Mailing Notice List

[Revised by P19-00121 COA 1.1.f]

~~Pursuant to Condition of Approval No. 2 for Use Permit No. 97219-UP (Hagafen Winery/Norman Weir) the following individuals shall receive a minimum often (10) days written prior notice of any and all of the twelve (12) special events per year that may occur at the Hagafen Winery:~~

~~Baffico, George and Angela~~
~~4130 Silverado Trail~~
~~Napa, CA 94558~~
~~039-390-011~~

~~Buehl, Stephen T.~~
~~Gagen, McCoy, McMahon & Armstrong~~
~~1030 Main Street, Suite 212~~
~~St. Helena, CA 94574~~

~~Ellsworth, Dewey W.~~
~~12 Spring Street~~
~~Napa, CA 94559~~
~~039-100-010~~

~~Emmolo, Frank and Maria~~
~~1085 Galleron Road~~
~~St. Helena, CA 94574~~
~~039-390-001~~

~~Gunst, Mr. and Mrs. Robert A.~~
~~1160 Shady Oaks Drive~~
~~Napa, CA 94558~~

~~Lamonica, Sam J. and Nancy~~
~~4190 Silverado Trail~~
~~Napa, CA 94558~~
~~039-590-003~~

~~Beltrami, Joseph M. and Wendy C.~~
~~4161 Silverado Trail~~
~~Napa, CA 94558~~
~~039-100-007~~

~~Curtin, Patricia E.~~
~~Gagen, McCoy, McMahon & Armstrong~~
~~279 Front Street~~
~~Danville, CA 94526~~

~~Ellsworth, Stephen A.~~
~~3076 Vichy Avenue~~
~~Napa, CA 94558~~
~~039-100-010~~

~~Furtado, John and Catherine J.~~
~~90 Fairway Drive~~
~~S. San Francisco, CA 94080~~
~~039-390-010~~

~~Huffnagl, Gunther Grandfield, Sheila~~
~~4180 Silverado Trail~~
~~Napa, CA 94558~~
~~039-590-004~~

~~Mallen, Ronald E.~~
~~1180 Shady Oaks Drive~~
~~Napa, CA 94558~~

~~Matschullat, Robert W. and Ariane M.H.~~
~~4176 Silverado Trail~~
~~Napa, CA 9455~~

~~Matschullat, Robert W. and Ariane M.H.~~
~~46 Vineyard Lane~~
~~Greenwich, CT 06830~~
~~039-130-001~~

~~Niesar, Kirsten H.~~
~~4185 Silverado Trail~~
~~Napa, CA 94558~~
~~039-100-005~~

~~Smith, George D. and Naomi~~
~~4163 Silverado Trail~~
~~Napa, CA 94558~~
~~039-100-006~~

~~Tucker, Jewell~~
~~1171 Shady Oaks Drive~~
~~Napa, CA 94558~~
~~039-590-005~~

~~Webb, Carolyn~~
~~12 Spring Street~~
~~Napa, CA 94559~~

~~Nielsen, Andrew K. and Gudveig V.~~
~~4110 Silverado Trail~~
~~Napa, CA 94558~~
~~039-390-009~~

~~Smith, Clint and Dorris~~
~~1170 Shady Oaks Drive~~
~~Napa, CA 94558~~

~~Spiteri, Ron~~
~~1165 Shady Oaks Drive~~
~~Napa, CA 94558~~

~~Weathervane Ranch, LLC~~
~~c/o The Dorian A. Virgos Company~~
~~45 Rockefeller Plaza, Suite 2216~~
~~New York, NY 10101~~
~~039-130-003~~

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Brian D. Bordona
Director

MEMORANDUM

To:	Emily Hedge, Planning	From:	Jeannette Doss, Engineering
Date:	February 6, 2026	Re:	Hagafen Cellars Use Permit Modification Engineering CoA 4160 Silverado Trail, Napa, CA 94558 P19-00121 APN: 039-130-002-000

The Engineering Division received a referral for comment on a modification to an existing use permit. Based upon the information provided in the application, Engineering finds the application **complete** and recommends the following conditions of approval:

EXISTING CONDITIONS:

1. Napa County parcel 039-130-002-000 is located on Silverado Trail, approximately 0.5 miles north of the intersection with Soda Canyon Road.

2. A left turn lane is installed on Silverado Trail serving the existing paved driveway.

3. The existing paved driveway averages 16 feet in width.

4. The existing parcel is approximately 12.28 acres.

5. Site is currently developed with a winery, associated winery accessory structures, a residence, and site improvements, and vineyards.

RECOMMENDED APPROVAL CONDITIONS:

OPERATIONAL CHARACTERISTICS

1. The facility is designated as a discharger that discharges stormwater associated with industrial activity to waters of the United States. Therefore, the facility shall maintain or apply for coverage under the State Water Resources Control Board's Industrial General Permit (IGP), including meeting all applicable provisions and protocols of the IGP. If the facility fails to meet the discharge prohibitions of the IGP, Napa County may require the facility to make the necessary improvements to eliminate all exposures to stormwater of the pollutant(s) for which the water body is impaired.

2. The Engineering Division has reviewed the Water Availability Analysis (WAA) titled Water Availability Analysis dated April 24, 2024, by O'Connor Environmental, Inc, for Hagafen Cellars – Use Permit Modification, P19-00121, located on Assessor parcel number 039-130-002-000 at 4160 Silverado Trail. The Engineering Division has evaluated the project based on information provided by the applicant, its location, and available geologic and hydrologic information and has determined the WAA to be complete and reasonable. Engineering concludes the WAA is technically adequate as it relates to Napa County's water use criteria, well and spring interference, groundwater/surface water interaction pursuant to Napa County's WAA Guidelines, Governor's Executive Order N-7-22/N-3-23, Napa Valley Subbasin Groundwater Sustainability Plan, and the Public Trust Doctrine.

3. Any proposed or required modifications to the existing project wells shall be completed **prior to execution** of any new entitlements approved under this Use Permit Modification.

4. The Permitee shall (at the Permitee's expense) record and maintain well monitoring data for the project well (specifically, static water level no less than quarterly, and the volume of water no less than monthly) and that groundwater extraction shall not exceed 5.4 AF/yr. All monitoring required by these conditions shall verify that the water use assumptions and the actual water use are consistent with the usage and assumptions analyzed in the Water Availability Analysis prepared by O'Connor Environmental, Inc. (April 2024) for the Hagafen Cellars project.

5. The property owner shall obtain a grading permit from the Napa County Engineering Division, PBES Department for the proposed roadway, access drive, and parking area improvements.

6. All roadway, access drive, and parking area improvements shall be completed within the timelines specified in the Planning Division Conditions of Approval.

PREREQUISITES FOR ISSUANCE OF PERMITS

7. All on site civil improvements including but not limited to the excavation, fill, general grading, drainage, curb, gutter, surface drainage, storm drainage, parking and drive isles, shall be constructed according to plans prepared by a registered civil engineer, which will be reviewed and approved by the Engineering Division of the Napa County Planning, Building, and Environmental Services Department (PBES) **prior to the commencement** of any on site land preparation or construction. Plans shall be wet signed and submitted with the building and/or grading permit documents at the time of permit application. A plan check fee will apply.

8. Grading and drainage improvements shall be constructed according to the current Napa County Road and Street Standards, and Chapter 16.28 of the Napa County Code, and Appendix J of the California Building Code.

9. **Prior to issuance of a grading permit** the owner shall submit the necessary documents for Erosion Control as determined by the area of disturbance of the proposed development in accordance with the Napa Countywide Stormwater Pollution Prevention program Erosion and Sediment Control Plan Guidance for Applicant and Review Staff dated December 2014.

10. **Prior to issuance of a grading permit** the owner shall demonstrate on the plans that all roadways, access driveways, and parking areas serving the project either currently meet the requirements and/or how they will be improved to meet the requirements as outlined in the latest edition of the Napa County Road & Street Standards for Commercial development.

11. **Prior to issuance of a grading permit** the owner shall prepare a Stormwater Control Plan (SCP) in accordance with the latest edition of the BASMAA Post-Construction Manual for review and approval by the Engineering Division in PBES.

Any changes in use may necessitate additional conditions for approval.

If you have any questions regarding the above items, please contact Jeannette Doss from Napa County Planning, Building, and Environmental Services Department, Engineering and Conservation Division, at (707) 259-8179 or by email at Jeannette.Doss@countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Brian Bordona
Director

MEMORANDUM

To:	Emily Hedge, Planner III	From:	Maureen S. Bown R.E.H.S.
Date:	July 10, 2019 Revised 2/9/2026	Re:	Use Permit Application Hagafen Cellars Located at 4160 Silverado Trail, Napa Assessor Parcel # 039-130-002-000 Permit# UP MOD P19-00121

Environmental Health Division staff has reviewed an application to increase visitation numbers, as described and depicted in the application materials. This division has no objection to approval of the application with the following conditions of approval:

1. An Annual Operating permit for a combined alternative sewage treatment system must be maintained, and all monitoring /reporting must be fully complied with.

2. An annual water system operating permit must be maintained and complied with.

3. The owner shall comply with General Waste Discharge Requirements for Winery Process Water as adopted by the State Water Quality Control Board.

4. General Waste Discharge Requirements for Winery Process Water were adopted by the State Water Quality Control Board in January 2021, as such the applicant shall enroll for coverage under the General Order by January 2024 or at the time the process wastewater system is approved and constructed whichever occurs first.

5. Proposed food service will be catered, therefore, all food must be prepared and served by a Napa County permitted caterer. A commercial food facility is not included in this project. The plans submitted with the use permit application show an employee break room located within the proposed facility. This break room is approved for employee use only. If the selected caterer does not possess a valid Napa County Permit to operate, please refer the business to this Division for assistance in obtaining the required permit prior to providing any food service.

6. The applicant shall provide portable toilet facilities for guest use during events of 100 persons or more. The portable toilet facilities must be pumped by a Napa County permitted pumping company.

7. The use of the absorption field/drain field area shall be restricted to activities which will not contribute to compaction of the soil with consequent reduction in soil aeration. Activities which must be avoided in the area of the septic system include equipment storage, traffic, parking, pavement, livestock, etc.

8. All solid waste shall be stored and disposed of in a manner to prevent nuisances or health threats from insects, vectors, and odors.

9. Adequate area must be provided for collection of recyclables. The applicant must work with the franchised garbage hauler for the service area in which they are located, in order to determine the area and the access needed for the collection site. The garbage and recycling enclosure must meet the enclosure requirements provided during use permit process and be included on the building permit submittal. The designated area shall remain available and be properly maintained for its intended use.

10. All diatomaceous earth/bentonite must be disposed of in an approved manner. If the proposed septic system is an alternative sewage treatment system, the plan submitted for review and approval must address bentonite disposal.

11. Within 30 (thirty) days of initiation of the use or change of tenants, an updated Hazardous Materials Business shall be submitted to http://cers.calepa.ca.gov/ and approved by this Division.

A Tradition of Stewardship
A Commitment to Service

Napa County Fire Department
Fire Marshal's Office

951 California Blvd
Napa, CA 94559
www.countyofnapa.org
Main: (707) 299-1464

Jason W. Downs
Fire Marshal

Napa County Fire Department
Conditions of Approval

TO:	Planning Department	**DATE:**	2/20/2026
FROM:	Jason Downs, Fire Marshal	**PERMIT #**	P19-00121
SUBJECT:	Hagafen Cellars	**APN:**	039-130-002-000

The Napa County Fire Marshal's Office has reviewed the submittal package for the above-referenced project. The project is approved as submitted and subject to the following Conditions of Approval:

GENERAL CONDITIONS

1. Within one (1) year of permit approval, the existing driveway shall be improved to meet all requirements outlined in the latest edition of the Napa County Road and Street Standards for commercial development. The property owner is responsible for obtaining a grading permit for any necessary roadway improvements.

2. All construction and use of the facility shall comply with all applicable codes, standards, regulations, and ordinances in effect at the time of Building Permit issuance, including the 2025 California Fire Code (CFC) as adopted and amended by Napa County.

3. Beneficial occupancy shall not be granted until all required fire and life safety systems and features have been installed, tested, inspected, and approved by the Napa County Fire Marshal's Office.

4. An approved water supply for fire protection shall be installed and made serviceable prior to the arrival of combustible materials on site in accordance with 2025 CFC Section 3312. All underground fire lines, fire pumps, and water storage tanks shall be submitted under a separate permit from the building or civil plans.

5. Where required by 2025 CFC Section 105, separate construction and/or operational permits shall be obtained as applicable. Separate permits may be required for, but are not limited to:
   - Automatic fire-extinguishing systems
   - Fire alarm and detection systems and related equipment
   - Fire pumps and related equipment
   - Private fire service mains and appurtenances
   - Gates and barricades across fire apparatus access roads
   - Temporary membrane structures and tents

FIRE APPARATUS ACCESS

6. The property address shall comply with Section 505.1 of the 2025 California Fire Code and Napa County Municipal Code 15.32.073. Address signage must be clearly visible from the roadway, durable, reflective, and maintained for emergency access. Final placement and specifications are subject to Napa County Fire Department approval.

7. All buildings, facilities, and developments shall be accessible to fire department apparatus by approved fire apparatus access roads in accordance with 2025 CFC Section 503 and the Napa County Road & Street Standards (NCRSS).

8. Access roads shall be designed and maintained to support the weight of fire apparatus and provide reliable all-weather driving conditions. An engineered analysis must be submitted demonstrating that the roadway can support fire apparatus weighing at least 75,000 pounds.

9. Fire apparatus access roads shall be provided within 150 feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building, in accordance with 2025 CFC Section 503.1.1.

10. Gates installed across fire apparatus access roads shall comply with 2025 CFC Sections 503.6 and 503.5, the Napa County Road & Street Standards, and California Fire Safe Regulations (CCR Title 14) for projects located within the State Responsibility Area (SRA).
    - Electrically operated gates serving residential properties shall be equipped with an approved Knox® key switch (Model 3501 or 3502).
    - Manual gates shall be secured with an approved Knox® padlock.

11. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 15 feet.

12. Turnouts shall comply with the Napa County Road & Street Standards and shall be a minimum of 12 feet in width, 30 feet in length, with a 25-foot taper at each end.

13. Approved turnarounds shall be provided for driveways and dead-end roadways in accordance with 2025 CFC Section 503.2.5 and the Napa County Road & Street Standards.

14. Roadway grades shall not exceed 16 percent. Grades between 16 percent and 20 percent may be permitted where all provisions of the Napa County Road & Street Standards are satisfied.

15. Roadway curves shall have an inside turning radius of not less than 50 feet. An additional surface width of 4 feet shall be added to curves with a radius of 50–100 feet, and 2 feet shall be added to curves with a radius of 100–200 feet.

WATER SUPPLY AND FIRE PROTECTION – COMMERCIAL PROJECTS

16. For buildings not served by a public water system, water storage and fire flow calculations shall be provided by a California Licensed Civil Engineer, Fire Protection Engineer, or C-16 licensed contractor. Calculations shall demonstrate compliance with 2025 CFC Appendix B as adopted and amended by Napa County and the Napa County Municipal Code.

17. Approved pressurized fire hydrants shall be installed within 250 feet of all portions of the exterior walls of the building as measured along approved fire apparatus access roads. Hydrant spacing shall comply with 2025 CFC Appendix C as adopted and amended by Napa County. Private fire service mains shall be installed, tested, and maintained in accordance with NFPA 24 (2022 edition as adopted by the 2025 CFC).

18. Fire Department Connections (FDCs) for automatic sprinkler systems shall comply with 2025 CFC Section 912 and shall be located fully visible and recognizable from the street or approved fire apparatus access road. FDCs shall be located within 50 feet of an approved fire hydrant.

19. Underground fire protection mains shall have a minimum diameter of 6 inches and shall be constructed of C-900 Class 200 piping, ductile iron, or approved equivalent materials, and installed in accordance with NFPA 24 (2022 edition as adopted by the 2025 CFC).

20. Automatic fire sprinkler systems shall be installed where required by 2025 CFC Section 903 as adopted and amended by Napa County and in accordance with the applicable NFPA standard. Systems shall be designed by a California Licensed Fire Protection Engineer or C-16 licensed contractor.

LIFE SAFETY REQUIREMENTS

21. All buildings shall comply with 2025 CFC Chapter 10 – Means of Egress, including but not limited to exit signage, exit illumination, exit doors, and panic hardware where required.

DEFENSIBLE SPACE

22. A minimum 100-foot defensible space shall be provided and maintained around all structures in accordance with California Public Resources Code Section 4291, the Napa County Defensible Space Ordinance, and the Napa County Fire Marshal's Defensible Space Guidelines. Defensible space shall be established prior to final approval or occupancy and shall be maintained at all times in a fire-safe condition for the life of the project.

23. A minimum 10-foot defensible space shall be provided and maintained on both sides of all roadways, driveways, and access routes leading to the facility, measured from the edge of the roadway surface. This defensible space shall comply with applicable Napa County ordinances and Fire Marshal guidelines and shall be maintained at all times in a fire-safe condition.

NOTICE

The Conditions of Approval noted above are based solely on review by the Napa County Fire Marshal's Office. Additional comments or requirements may be imposed by other County Departments or Divisions during review of this application.

The Napa County Fire Marshal's Office Development Guidelines are available at:
www.countyofnapa.org/firemarshal

For questions, please contact the Napa County Fire Marshal's Office at:
Fire.Marshal@countyofnapa.org

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

David Morrison
Director

A Tradition of Stewardship
A Commitment to Service

July 16, 2019

Norman and Irit Weir
Hagafen Cellars
4160 Silverado Trail
Napa, CA. 94558-1118

LOCATION: 4160 Silverado Trail, Napa, CA; APN 039-130-002-000

Dear Property Owner:

On December 4, 2018, the Board of Supervisors approved Resolution No. 2018-164, providing direction to staff regarding the County Code Compliance Program. The Resolution requires County staff to conduct a health and safety inspection to mitigate any hazards that might be present while you continue operations. If County staff identifies health and safety violations that pose an immediate threat to public health, safety, and/or threaten the environment, the County requires that the owner abate the violations before a hearing can be held on the use permit application.

On March 27, 2019, the County received an application for a use permit modification to correct code violations that may have been or are occurring at the property described above. Your application was submitted prior to the deadline and qualifies for the program established by the Resolution. On April 23, 2019, County staff conducted an inspection and identified health and safety issues that if corrected will create a safer environment for your employees and visitors at the winery. The following list of items should be implemented at your earliest convenience to facilitate processing of your use permit application and some items may need permits.

1. Please remove all combustible vegetation and/or trash within ten feet of the propane tank at the rear of the winery per 2016 CFC section 304.1;
2. Please repair or install illuminated exit signs in the barrel storage room per 2016 CFC section 1031.4;
3. Please post a sign above the main exit door in the winery stating this door is to remain unlocked while the building is occupied per 2016 CFC section 101 0.1.9.3 (2);
4. Please post a maximum occupant load sign near the main entrance of the wine tasting building per 2016 CFC section 1004.3;
5. Please remove improper hardware at the first floor office entrance. Exit doors shall be openable without the use of a key, special knowledge or effort per 2016 CFC 101 0.1.9 exit or to have panic, lever, or lever with thumb turn or keyed cylinders deadbolts without interconnected hardware per 2016 CFC section 1010.1.9;
6. Please discontinue using the extension cord at the chicken coop on the north side of the winery per 2016 CFC section 605.5;

7. Please provide a minimum clearance of 30 inches in width, 36 inches in front and 70 inches in height of the electrical panel per 2016 CFC section 605.3 and label the main electrical service disconnect at the service location;
8. Please provide a key box and Knox document cabinet for the fire department to gain access for life saving or firefighting purposes per 2016 CFC section 506.1.

The following items(s) require your immediate attention. Please contact me so I can assist you with addressing the issues.

9. New electrical plug outlets mounted on the north side of the wine rebuilding installed without permits per 2016 CBC 105.1. Please apply for permits;
10. New thousand gallon propane tank installed on the property line at the backside of the winery. Per 2016 CBC 105.1. Please apply for permits;
11. The upstairs two offices in the winery are being used as bedrooms. There are no smoke detectors and one of the two bedrooms has no egress. Please cease using these offices as bedrooms. Please call me and make an appointment so I may verify the space has been returned to offices;
12. A water heater was installed in one of the upstairs offices without benefit of a building permit per 2016 CBC 105.1. Please apply for permits;
13. In between the first floor and the second story offices there is an area in the winery that has been converted into wine bottle and case storage. Some of the area has only 4-5 feet of headroom. The door that was cut in midway on the stairs does not comply with code. Please have your design professional look into this space to see if it can be permitted. You will need to contact your project planner who has been assigned your use permit modification to determine if this can be added to the use permit modification. Please apply for permits to either return this space back to its original condition or apply for permits to modify the winery to allow this bottle/case storage area to remain.

Please contact me to discuss your efforts to correct the violations described herein or if you have any questions. You may reach me at (707) 299-1343.

Sincerely,

Greg Baxter,
Code Compliance Manager
Planning, Building & Environmental Services

Cc: Chron; File; Emily Hedge

“E”

Planning Commission Public Hearing Notice March 18, 2026

Hagafen Cellars Winery Appeal P26-00125
Board of Supervisors Hearing – August 11, 2026

A Tradition of Stewardship
A Commitment to Service

PUBLIC NOTICE

NOTICE OF PLANNING COMMISSION HEARING & INTENT TO ADOPT VARIOUS CATEGORICAL EXEMPTIONS

On Wednesday morning, the 18th day of March 2026 at 9:00 a.m. at 1195 Third Street, Suite 305, Napa, California, a public hearing will be conducted by the Napa County Planning Commission regarding the project identified below. All interested persons are invited to attend the hearing and be heard.

Hagafen Cellars Winery - Use Permit Major Modification (P19-00121-MOD)

Location: 4160 Silverado Trail, Napa, approximately one half mile north of the intersection of Silverado Trail and Soda Canyon Road. Accessor's Parcel Number 039-130-002

Zoning and General Plan Designation: Agricultural Preserve (AP) zoning district and Agricultural Resource (AR) General Plan designation.

CEQA STATUS: Consideration and intention to find the project categorically exempt from the California Environmental Quality Act (CEQA). It has been determined that this type of project does not have a significant effect on the environment and is exempt from CEQA. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, or cause substantial adverse change in the significance of a historical resource. Based on the proposed project as described below, the project meets the criteria for eligibility as Categorically Exemption from CEQA under Classes 1 and 4. [See Class 1 ("Existing Facilities") and Class 4 ("Minor Alterations to Land"), which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301, §15304]. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5

REQUEST: This application was submitted to participate in the County's Code Compliance Program. The proposal is to grant a Use Permit Major Modification to an existing 50,000-gallon winery to remedy existing violations through recognition and approval of existing days of operation, existing days allowing retail sales, and levels of visitation. Approval and recognition of these activities will require improvements to the existing driveway. The proposal includes revisions to prior conditions of approval regarding annual reporting on multiple winery operations and noticing of all marketing events.

Application materials, including the draft environmental determination, are available on the Department's Current Projects Explorer at: https://www.countyofnapa.org/2876/Current-Projects-Explorer. Copies of documents and other information relating to the project described above may be examined between 8:00 AM and 4:00 PM Monday through Friday at the office of the Planning, Building, and Environmental Service Department, Napa County Administration Building, 1195 Third St, Ste 210, Napa, California. For documents that are publicly available on the Current Projects Explorer, there will be a Public Record Copying Fee associated with the physical printing of documents. While drops-in may be accommodated to the extent possible on a case-by-case basis, we strongly encourage you to schedule an appointment for document review.

Written and verbal comments regarding the environmental effects of this project and the adequacy of the

proposed Categorical Exemptions are solicited. Comments or appointment requests to review documents should be directed to Emily Hedge, Napa County Planning, Building & Environmental Services Department, 1195 Third Street, Suite 210, Napa, California; (707) 259-8226 or emily.hedge@countyofnapa.org. Comments must be received by Noon on March 16, 2026.

If you challenge the particular proceeding in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to the public hearing.

DATED: March 5, 2026

Brian D. Bordona
Director of Planning, Building, & Environmental Services

MILLER TAMARA JANE TR ETAL
102 WHITE OAK CIR
PETALUMA CA 94952-1908

EMMOLO FAMILY SOUTH 40 VINEYARD LLC
1083 GALLERON RD
SAINT HELENA CA 94574-9790

SCHUEMANN DAVID H & LISA A TR
1135 SODA CANYON RD
NAPA CA 94558-9471

GUNST ROBERT A TR
1160 SHADY OAKS DR
NAPA CA 94558

SPITERI RON J & JAYNA D TR
1165 SHADY OAKS DR
NAPA CA 94558

HLIVKA JOHN & PAMELA L TR
1169 SODA CANYON RD
NAPA CA 94558-9471

MALLEN RONALD E & PENELOPE B TR ETAL
1180 SHADY OAKS DR
NAPA CA 94558

ROSCOE BRANT TR
1201 SODA CANYON RD
NAPA CA 94558

SCADUTO ANNA MARIE TR
1207 SODA CANYON RD
NAPA CA 94558

RENTERIA OSCAR & DENISE M TR
1221 SODA CANYON RD
NAPA CA 94558

BURCHILL SUSAN C TR
1370 TRANCAS ST PMB 169
NAPA CA 94558-2912

ALTAMURA GEORGE JR TR
21 VISTA RANCH RD
NAPA CA 94558

PITTMAN RAYMOND J TR
2555 UNION ST
SAN FRANCISCO CA 94123-3832

FAZEKAS THOMAS P & KATHLEEN K TR
3322 CLAY ST
SAN FRANCISCO CA 94118-2007

4110 SILVERADO TRAIL LLC
338 SPEAR ST UNIT 33C
SAN FRANCISCO CA 94105-6185

MATSCHULLAT ARIANE M H ETAL
38 VINEYARD LN
GREENWICH CT 06831-3714

ROCKMERE VINEYARDS LLC
4130 SILVERADO TRAIL
NAPA CA 94558-1118

WEIR NORMAN E & IRIT D TR
4160 SILVERADO TR
NAPA CA 94558

BELTRAMI JOSEPH M & WENDY C TR
4161 SILVERADO TR
NAPA CA 94558-1114

SUNDIN SANDRA M ETAL
4163 SILVERADO TR
NAPA CA 94558-1114

JORDAN ROBERT TR
4165 SILVERADO TRAIL
NAPA CA 94558-1114

ELLSWORTH STEPHEN M ETAL
4171 SILVERADO TR
NAPA CA 94558

HUFNAGL GUNTHER & GRANDFIELD SHEILA TR
4180 SILVERADO TR
NAPA CA 94558-1117

NIESAR FAMILY VINEYARD LLC
4185 SILVERADO TRAIL
NAPA CA 94558

LAMONICA SAM J & NANCY TR
4190 SILVERADO TR
NAPA CA 94558-1117

KARABIAN SKIP MICHAEL & MARTIN MOLLIE O
4195 SILVERADO TR
NAPA CA 94558

AARON JASON P & KATHERINE R TR
4205 SILVERADO TR
NAPA CA 94558

BEHNIA KIARASH & BORMAN TRACY
4220 SILVERADO TRL
NAPA CA 94558

GOLDEN STATE INCOME FUND IV LLC
4223 SILVERADO TRL
NAPA CA 94558

FERRERO ANTHONY TR
4230 SILVERADO TR
NAPA CA 94558

FURTADO CATHERINE J TR
4239 TERRACE ST
OAKLAND CA 94611

FRENCH ROBERT W ETAL TR ETAL
4240 JEFFERSON ST
NAPA CA 94558

GITTINGS SAMUEL E III TR
4311 SILVERADO TRAIL
NAPA CA 94558-1116

WEATHERVANE RANCH LLC
C/O ARIANE MATCHULLAT
38 VINEYARD LN
GREENWICH CT 06831

DELICATO VINEYARDS LLC
DBA BLACK STALLION WINERY
12001 S HIGHWAY 99
MANTECA CA 95336-9209

DARIOUSH KHALEDI WINERY LLC
DBA DARIOUSH WINERY
4240 SILVERADO TRL
NAPA CA 94558-1117

TRAUB DANIEL C & ELIZABETH D TR
PO BOX 11870
JACKSON WY 83002-1870

REINELL FREDERICK EDWARD & VICKI SUE TR
PO BOX 3229
NAPA CA 94558-0322

Hagafen Major Modification P19-00121 - Additional Mailing Notice List (Mod No: 99477)

Baffico, George and Angela
4130 Silverado Trail
Napa, CA 94558
039-390-011

Buehl, Stephen T.
Gagen, McCoy, McMahon & Armstrong
1030 Main Street, Suite 212
St. Helena, CA 94574

Ellsworth, Dewey W.
12 Spring Street
Napa, CA 94559
039-100-010

Emmolo, Frank and Maria
1085 Galleron Road
St. Helena, CA 94574
039-390-001

Gunst, Mr. and Mrs. Robert A.
1160 Shady Oaks Drive
Napa, CA 94558

Lamonica, Sam J. and Nancy
4190 Silverado Trail
Napa, CA 94558
039-590-003

Beltrami, Joseph M. and Wendy C.
4161 Silverado Trail
Napa, CA 94558
039-100-007

Curtin, Patricia E.
Gagen, McCoy, McMahon & Armstrong
279 Front Street
Danville, CA 94526

Ellsworth, Stephen A.
3076 Vichy Avenue
Napa, CA 94558
039-100-010

Furtado, John and Catherine J.
90 Fairway Drive
S. San Francisco, CA 94080
039-390-010

Huffnagl, Gunther Grandfield, Sheila
4180 Silverado Trail
Napa, CA 94558
039-590-004

Mallen, Ronald E.
1180 Shady Oaks Drive
Napa, CA 94558

Matschullat, Robert W. and Ariane M.H.
4176 Silverado Trail
Napa, CA 9455

Matschullat, Robert W. and Ariane M.H.
46 Vineyard Lane
Greenwich, CT 06830
039-130-001

Niesar, Kirsten H.
4185 Silverado Trail
Napa, CA 94558
039-100-005

Smith, George D. and Naomi
4163 Silverado Trail
Napa, CA 94558
039-100-006

Tucker, Jewell
1171 Shady Oaks Drive
Napa, CA 94558
039-590-005

Webb, Carolyn
12 Spring Street
Napa, CA 94559

Nielsen, Andrew K. and Gudveig V.
4110 Silverado Trail
Napa, CA 94558
039-390-009

Smith, Clint and Dorris
1170 Shady Oaks Drive
Napa, CA 94558

Spiteri, Ron
1165 Shady Oaks Drive
Napa, CA 94558

Weathervane Ranch, LLC
c/o The Dorian A. Virgos Company
45 Rockefeller Plaza, Suite 2216
New York, NY 10101
039-130-003

“F”

Comparison of Project-Specific and Standard Conditions of Approval

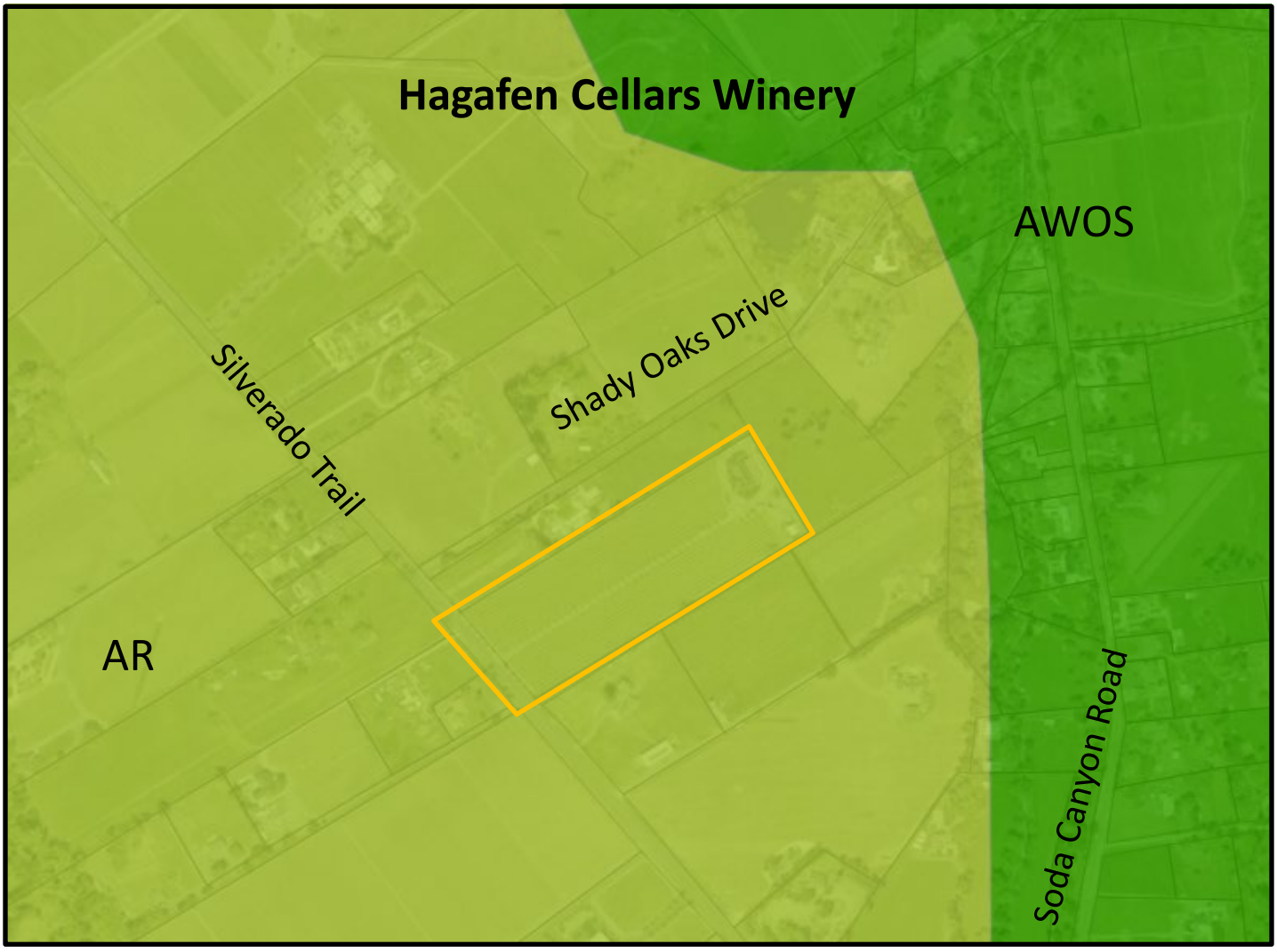
Comparison of Conditions of Approval

Modification No: 99477	Standard Conditions of Approval (excerpt)
COA No. 3.a. (excerpt) Visitor counts shall be maintained daily that would be made available to the Department within five (5) days notice, and shall be compiled in an annual report submitted to the Department by the end of January each year.	**4.2 Tours and Tastings/Visitation** (excerpt) A log book (or similar record) shall be maintained to document the number of visitors to the winery (for either tours and tastings or marketing events), and the date of the visits. This record of visitors shall be made available to the PBES Department upon request. **4.7 Compliance Review** (excerpt) Permittee shall obtain and maintain all permits (use permits and modifications) and licenses from the California Department of Alcoholic Beverage Control (ABC) and United States Tax and Trade Bureau (TTB), and California Department of Food and Agriculture (CDFA) Grape Crush Inquiry data…Visitation log books, custom crush client records, and any additional documentation determined by staff to be necessary to evaluate compliance may be requested by the County for any code compliance. The permittee (and their successors) shall be required to participate fully in the winery code compliance process."
COA No. 15 - The applicant shall report to the Department on an annual basis the source of his grapes, verifying that 75% of the annual production is from Napa County grapes. The report shall include the grape tonnage and the Assessor Parcel Number(s) where grown. Such report shall be proprietary and not available to the public.	**4.6 Grape Source** (excerpt) The permittee shall keep records of annual production documenting the source of grapes to verify that 75% of the annual production is from Napa County grapes…The report shall be provided to the PBES Department upon request, but shall be considered proprietary information and not available to the public." **4.7 Compliance Review**
COA No. 16 (excerpt) - …the applicant shall annually submit to the Department a statement certifying compliance with the source requirement and indicating the percentage of Napa County grapes utilized.	**4.6 Grape Source** **4.7 Compliance Review**
COA No. 21 (excerpt) - The production capacity of the winery shall not exceed 50,000 gallons/year as averaged over any consecutive three (3) year period…The applicant shall report to the Planning Department in December of each year the number of gallons of wine produced during the year.	**4.6 Grape Source** **4.7 Compliance Review**

“G”

Graphics

NAPA COUNTY LAND USE PLAN 2008 – 2030



LEGEND

URBANIZED OR NON-AGRICULTURAL

- Study Area
- Cities
- Urban Residential*
- Rural Residential*
- Industrial
- Public-Institutional
- Napa Pipe Mixed Use

OPEN SPACE

- Agriculture, Watershed & Open Space
- Agricultural Resource

* See Action Item AG/LU-114.1 regarding agriculturally zoned areas within these land use designations

Hagafen Cellars Winery
4158 Silverado Trail
APN 039-130-002

GENERAL PLAN MAP



LEGEND

Zoning

Parcel

N

ZONING MAP



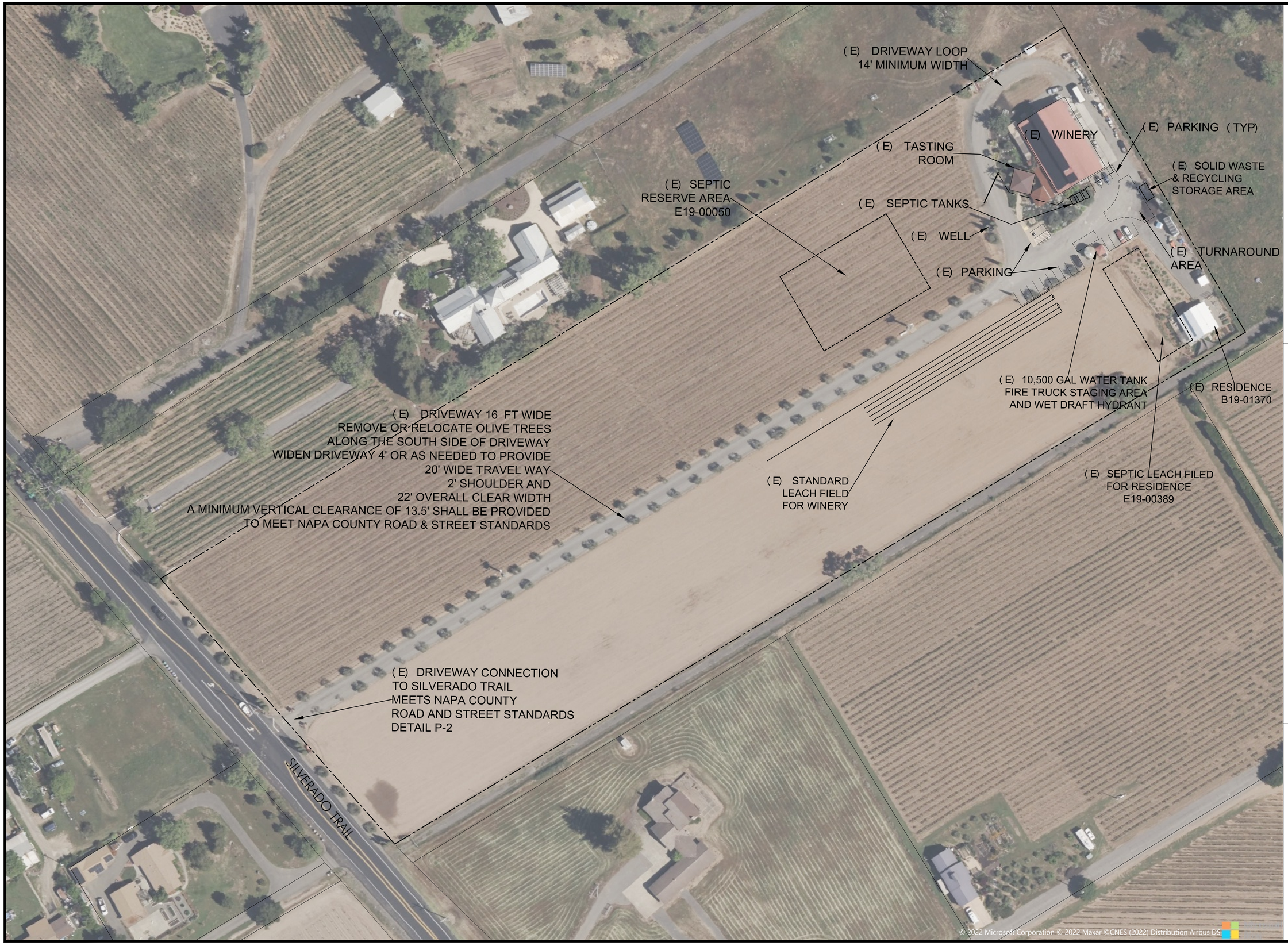
N

Existing Conditions



N

Existing Conditions



STILLWATER
CIVIL DESIGN

1090 SHETLER AVE.
NAPA, CA 94559

(707) 974-9261

rangel@stillwatercivil.com

REGISTERED PROFESSIONAL ENGINEER
J. RANGEL GONZALES
C 74712
Exp. 12-31-27
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:

J. RANGEL GONZALES R.C.E. 74712

HAGAFEN CELLERS WINERY

4160 SILVERADO TRAIL - NAPA, CA 94558

APN: 039-130-002

OVERALL SITE PLAN

NAPA COUNTY

SCALE: 1" = 50'

0 50' 100'

C 1.0

OF 3 SHEETS

1/23/26



STILLWATER CIVIL DESIGN

1090 SHETLER AVE.
NAPA, CA 94559

(707) 974-9261

rangel@stillwatercivil.com

REGISTERED PROFESSIONAL ENGINEER
J. RANGEL GONZALES
C 74712
Exp. 12-31-27
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:

J. RANGEL GONZALES R.C.E. 74712

HAGAFEN CELLERS WINERY

4160 SILVERADO TRAIL - NAPA, CA 94558
APN: 039-130-002

WINERY AREA

NAPA COUNTY

SCALE: 1" = 20'

0 20' 40'

C 2.0

OF 3 SHEETS

1/23/26

DRAINAGE NOTES:

SITE DRAINS TO THE SOUTHWEST AT A SLOPE OF APPROXIMATELY 2.0%

(E) DOWNSPOUTS DRAINS TO THE GROUND AND AWAY FROM BUILDING

(E) UNCOVERED CRUSH PAD WITH DIVERSION VALVE
DRAINS TO SEPTIC TANK DURING WINE MAKING
DRAINS TO VINEYARDS DURING STORM EVENTS

(E) DOWNSPOUTS DRAINS TO HOLDING TANK
AND OVERFLOWS TO THE GROUND AND AWAY FROM BUILDING

(E) 4" STORMDRAIN PIPE
FROM CRUSH PAD

(E) FLOW DIRECTION (TYP)

DS

(E) WINERY BUILDING

(E) TASTING
ROOM

(E) TASTING ROOM ROOF
NO DOWNSPOUTS, DRAINS TO GROUND
FLOWS INTO VINEYARDS

(E) FLOW DIRECTION (TYP)

(E) 12" CULVERT

(E) STORMWATER OUTLET
TO VINEYARDS FROM DOWNSPOUTS,
SURFACE DRAINAGE AND CRUSH PAD

(E) DOWNSPOUTS ON SOUTHWEST SIDE OF WINERY
DRAIN TO SOLID PIPE THAT OUTLETS INTO VINEYARD

© 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS

STILLWATER
CIVIL DESIGN

1090 SHETLER AVE.
NAPA, CA 94559

(707) 974-9261

rangel@stillwatercivil.com

REGISTERED PROFESSIONAL ENGINEER
J. RANGEL GONZALES
C 74712
Exp. 12-31-27
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:

J. RANGEL GONZALES R.C.E. 74712

HAGAFEN CELLERS WINERY

4160 SILVERADO TRAIL - NAPA, CA 94558

APN: 039-130-002

WINERY AREA DRAINAGE PLAN

NAPA COUNTY

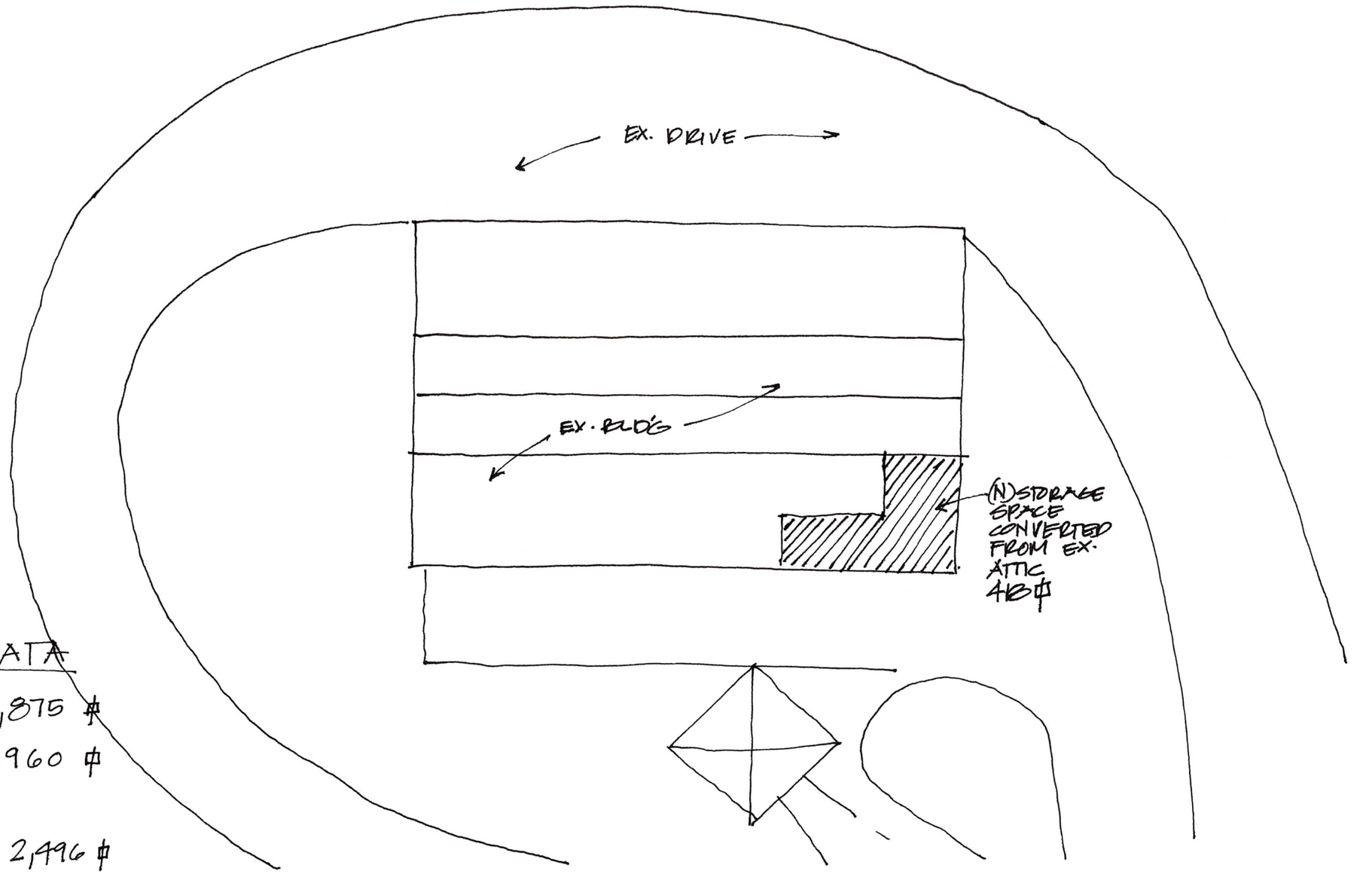
SCALE: 1" = 20'

0 20' 40'

C 3.0

OF 3 SHEETS

1/23/26



PARTIAL SITE PLAN
1" = 20'-0"

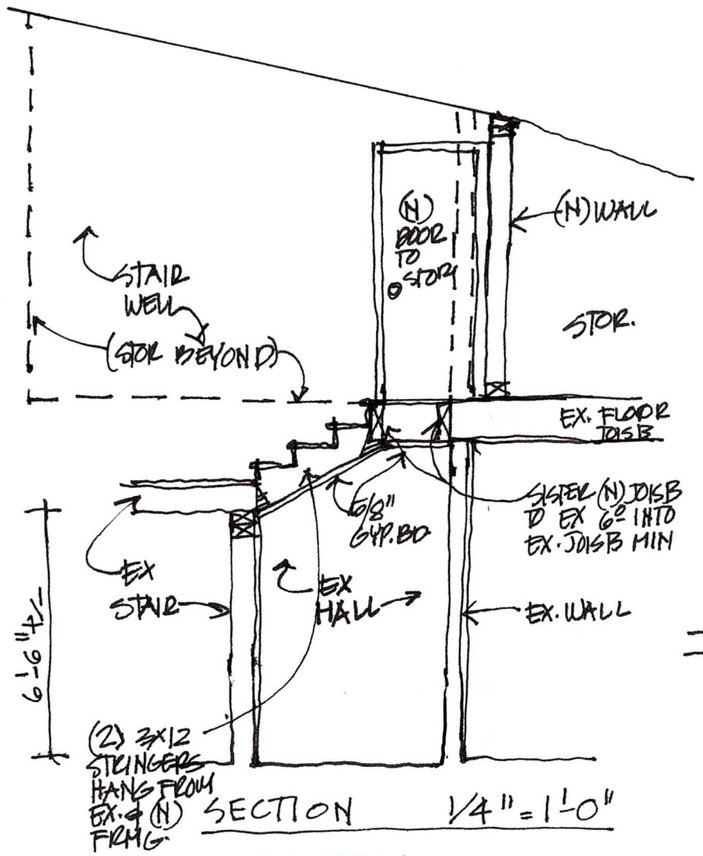
PROJECT DATA

LOT SIZE	558,875 ft
CONDITIONED OCCUPANCY GROUP B OFFICE AREA	1,960 ft
UNCONDITIONED OCCUPANCY GROUP S1 BARREL STOR. AREA	2,496 ft
TASTING RM. OCC. GROUP A-2	455 ft
(N) STOR. COND. OCCUPANCY B.	418 ft

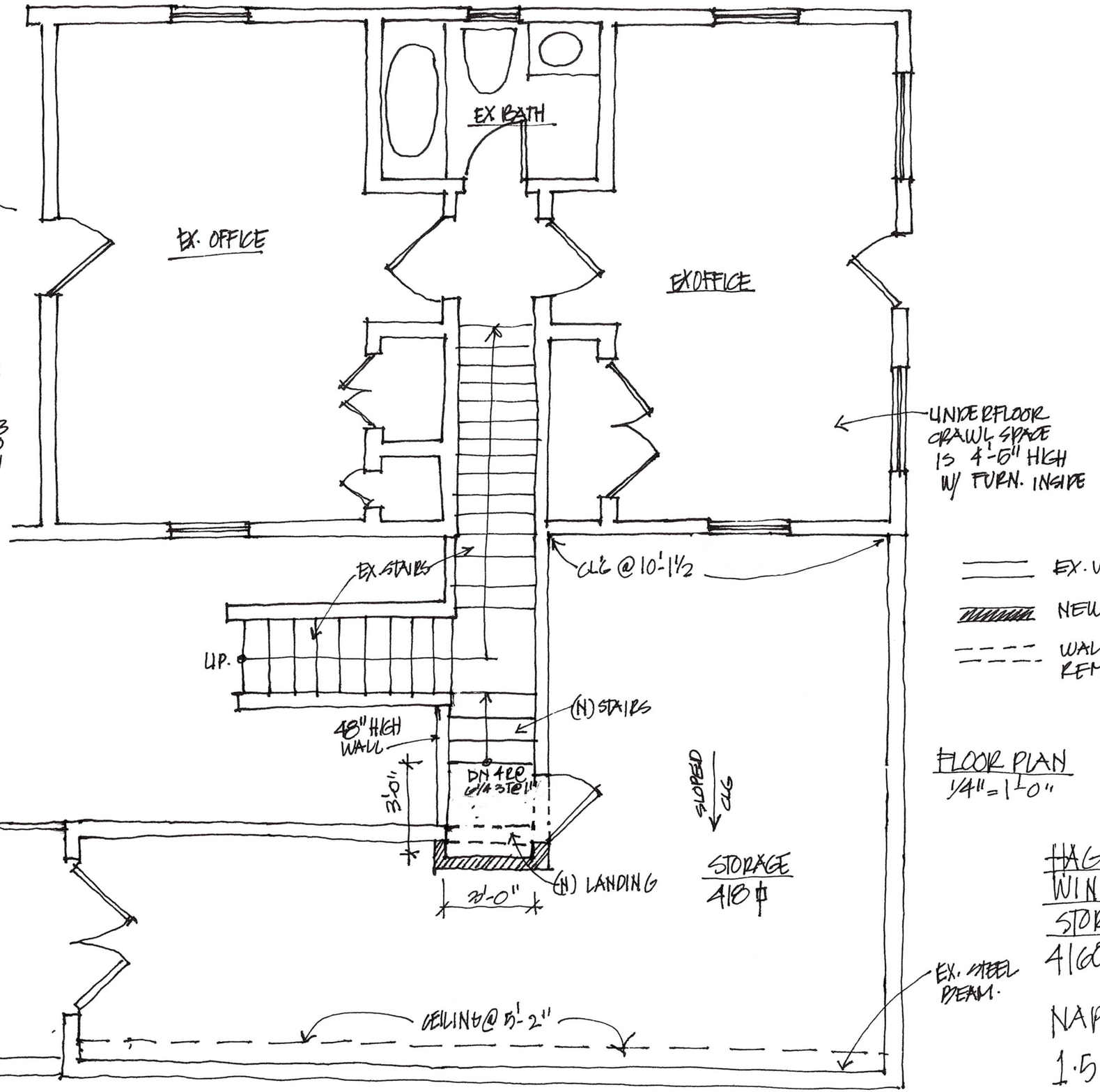
HAGAFEN WINERY
SITE PLAN

4160 SILVERADO TRAIL
NAPA, CA 94558

1.5.22



SECTION 1/4" = 1'-0"



EX. WALLS

NEW WALLS

WALLS TO BE REMOVED

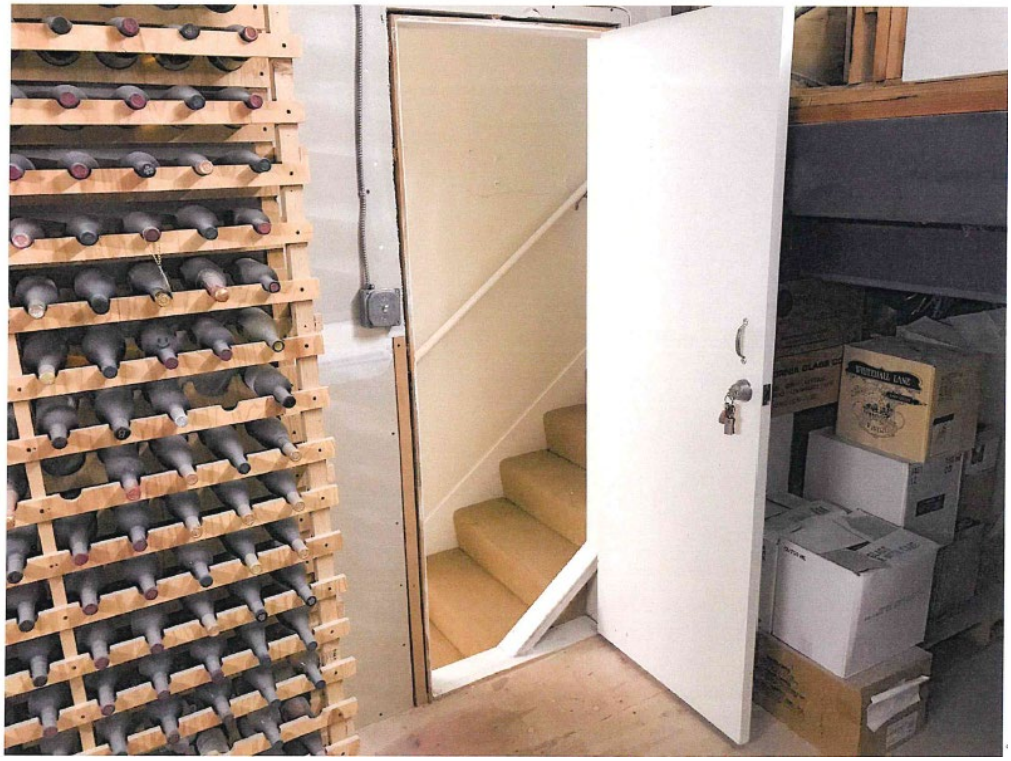
FLOOR PLAN
1/4" = 1'-0"

HAGAFEN WINERY
STORAGE PLAN

4160 SILVERADO TRAIL
NAPA, CA 94558

1.5.22

Inspection Photos - Storage Space









“H”

Categorical Exemption Determination Memorandum

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4417
Fax: (707) 253-4336

Brian D. Bordona
Director

To:	Planning Commission	From:	Emily Hedge, Planner III

Date:	February 20, 2026	Re:	P19-00121 Hagafen Cellars Winery Use Permit Major Modification Categorical Exemption Determination 4160 Silverado Trail, Napa Assessor's Parcel Number 039-130-002

Background

Pursuant to Section 303 of Napa County's Local Procedures for Implementing the California Quality Act (CEQA), the Planning Division has prepared this environmental evaluation for the proposed Hagafen Cellars Major Modification Application (File No. P19-00121).

CEQA Baseline

The general rule under CEQA is that the environmental baseline must reflect the physical conditions existing at the time the environmental analysis begins, even if the current condition includes unauthorized and even environmentally harmful conditions that never received, and, as a result of being incorporated into the baseline, may never receive environmental review (CEQA Guidelines Section 15125). How present conditions come to exist may interest enforcement agencies, but that is irrelevant to CEQA baseline determinations. A long line of appellate cases hold that the actual environmental conditions existing at the time of CEQA analysis is the proper baseline, even when the actual conditions are in violation of current regulatory provisions or were not subject to previous CEQA (*Center for Biological Diversity v. California Department of Fish & Wildlife* (2105) 234 Cal. App. 4th 214).

This application was submitted to participate in the County's Code Compliance Program (Compliance Program) as described in Resolution No. 2018-164 adopted by the Napa County Board of Supervisors on December 4, 2018. Under the Compliance Program, property owners could apply for a modification to their permit to voluntarily remedy existing violations and could continue to operate at existing (unpermitted) levels while the application was being processed. For applicants who were unclear as to the scope of their existing entitlements, the Compliance Program also allowed property owners to first submit a request for a Status Determination to document their existing property rights and then to participate in the Compliance Program if it was determined they were out of compliance. The Program had a submittal deadline of March 29, 2019, at 2:00 p.m. for submittal of either an application for a modification to an existing permit or a request for a Status Determination. Going forward, any applicants operating out of compliance with their use permit will be required to operate within their

entitled operations for one year to "reset" the CEQA baseline before their application will be considered by the Planning Commission. This "reset" allows the CEQA baseline to be the authorized/permitted, not unpermitted levels of operations.

On March 27, 2019, the applicant submitted a Major Modification P19-00121, meeting the Compliance Program's submittal deadline. Because the Major Modification was submitted prior to the submittal deadline, the winery's existing, unpermitted operations were used as the environmental baseline for the CEQA analysis consistent with the CEQA Guidelines and caselaw.

The Project

The Napa County Planning Division has received a request for a Use Permit Major Modification for Hagafen Cellars winery, established under Use Permit No. 97219-UP, for a 50,000 gallon per year winery with by-appointment tastings. This application was submitted under the Compliance Program and requests the following:

1. Components Necessary to Remedy Existing Violations (Based on 2018 records):
    a. Recognition of days of operation Monday through Sunday. The winery is currently authorized for operations Monday through Friday and Sunday;
    b. Recognition of a maximum of 60 visitors per day with a maximum of 311 visitors per week, not to exceed an annual total of 9,719 visitors. The winery is currently authorized for 25 visitors per day (six days per week) with up to 150 visitors per week for an annual total of 7,825 visitors;
    c. Recognition of retail sales occurring Monday through Sunday. The winery is currently permitted for retail sales Monday through Thursday and Sunday;
    d. Recognition of use of an approximately 720-square-foot storage room in the winery building. The room was not delineated on the original winery Use Permit plans;
    e. Widening the existing driveway to meet Napa County Road and Street Standards;
    f. Revise COA No. 2 of Permit No. 99477 to remove the requirement for mailing notice of events to identified individuals;
    g. Revise COA No. 3 of Permit No. 99477 to remove the requirement for submitting an annual report of daily visitation counts;
    h. Remove COA No.15 of Permit No. 99477 requiring submittal of an annual report of grape source data;
    i. Remove COA No.16 of Permit No. 99477 requiring submittal of an annual statement certifying compliance with grape sourcing requirements; and
    j. Revise COA No. 21 of Permit No. 99477 to remove the requirement for submitting an annual report of the number of gallons of wine produced during the year.

Existing Setting

The project is located at 4160 Silverado Trail, Napa, approximately one half (1/2) mile north of the intersection of Silverado Trail and Soda Canyon Road. The property is zoned Agricultural Preserve (AP) and is designated Agricultural Resource (AR) by the Napa County General Plan.

The property is accessed via a driveway off Silverado Trail, which runs along the entirety of the western property line. The property is currently developed with an approximately 4,500 square-foot

winery building, an approximately 360 square foot tasting room building, a covered outdoor work area, an uncovered outdoor work area, and associated site improvements including driveway, parking areas, and wastewater system. There are approximately 10 acres of vineyards and a single-family residence. Properties in the vicinity of the project site include vineyards, undeveloped parcels, and residences. Many parcels to the east suffered damage to residences and structures in the 2017 Atlas fire.

Past Approvals:
On December 2, 1998, the Planning Commission approved Use Permit #97219-UP to establish a 50,000 gallon per year winery with by-appointment visitation and a marketing plan. Development included an approximately 6,800 square foot winery, consisting of a 4,500 s.f. main winery building with an attached, covered outdoor work area, an approximately 360 s.f. tasting room building, and an uncovered work area.

The use permit approval and the conditions of approval requiring a left turn lane were individually appealed by a neighbor. On March 23, 1999, the Board of Supervisors heard the appeal regarding the use permit and denied the appeal, upholding the Planning Commission's approval of the use permit, subject to revised conditions of approval. Following the Board's decision, the neighbor filed a petition with the Napa Superior Court and then appealed the Court's decision to the Court of Appeals. At that time the owner, neighbor, and County ultimately reached a Stipulation for Settlement. On May 9, 2000, the Board of Supervisors ratified the Stipulation. The provisions of the Stipulation were to be incorporated into the project record through the approval of a use permit modification.

On June 16, 2000, the Zoning Administrator approved minor modification #99477-MOD, which incorporated the provisions of the Stipulation into the formal record of the Planning Department, revising the previously approved Conditions of Approval of Use Permit #97219-UP. Upon approval of the modification the court case and appeals were withdrawn.

On May 10, 2018, the Director approved very minor modification P18-00081-VMM to allow reconstruction of the outdoor trellises that were destroyed in a wildfire, replacement of landscaping destroyed in a wildfire, on-premises consumption, and removal of previous conditions of approval related to custom crush.

Level of Operations - The applicant is not requesting expansions to the levels of current operations, based on the 2018 records. The winery is currently authorized for 25 visitors per day (six days per week) with up to 150 visitors per week for an annual total of 7,825 visitors. The request for recognition of visitation levels is a maximum of 60 visitors per day with a maximum of 311 visitors per week, not to exceed an annual total of 9,719 visitors. The original Use Permit approved winery operations on Monday through Friday and on Sunday (not open on Saturday), with retail sales available Monday through Thursday and Sunday (not available on Friday and Saturday). The request for recognition is to permit the winery to operate and offer retails sales Monday through Sunday. There are no requested changes to the authorized levels of production, employees, or marketing events. Therefore, the project would not result in additional traffic trips, generation of more wastewater, or use of additional groundwater.

An approximately 720-square foot room within the winery building was not delineated on the original winery Use Permit plans, so it wasn't included in the areas for use by the winery. The applicant requests to continue to utilize this space for storage. The storage room is existing, so no new construction would occur. The continued use of the room would not expand the current level of operation.

The operational components of the project would not exceed the environmental baseline (2018 operations) as determined for the analysis under CEQA, and therefore continued operations would not result in an environmental impact.

Physical Improvements - The proposed physical improvements are limited to an expansion of the existing driveway. The driveway will be widened by approximately 4 feet along the main entry, requiring removal of existing olive trees and potentially vineyard rows adjacent to the driveway. Minor expansions to portions of the driveway that loops around the winery building will meet standards for safe access for employees, visitors, and emergency vehicles. The improvements will occur on areas of the site that have previously been disturbed by landscaping, vineyards, and grading for winery development.

Revisions to Existing Conditions – The request to modify conditions of approval removes the requirement for annual reporting of daily visitation counts, grape source data, and production, and the requirement to notice a specific list of individuals prior to winery events. Removal of reporting requirements would not result in an environmental impact.

CEQA Exemption Criteria and Analysis

Article 19 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) establishes a list of classes of projects that are categorically exempt from the provisions of CEQA. Based on the proposed project as described above, the project meets the criteria for eligibility as Categorically Exemption from CEQA under the following Classes: Class 1 ("Existing Facilities") and Class 4 ("Minor Alterations to Land") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and §15304.

Under CEQA Guidelines Section 15300.2, Categorical Exemption Class 4 cannot be used if the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. According to the County's resource maps, there are no scenic resources, hazardous waste sites, or historic resources identified on the site.

As noted above, the Use Permit Major Modification application requests recognition of existing days of operation, existing days allowing retail sales, and levels of visitation, that have been occurring beyond their current entitlements. No intensification of these activities is requested as part of this application. Additionally, there are no requested changes to the authorized levels of production, employees, or marketing events. Therefore, the project would not result in additional traffic trips, generation of more wastewater, use of additional groundwater, or use or consumption of additional resources.

Additionally, the application requests continued use of the existing 720-square foot storage room within the winery building. No new construction or physical improvements are required for continued use. The request to remove reporting requirements is not an action that would result in environmental impacts.

The proposed improvements to the existing driveway are required to comply with the Napa County Road and Street Standards. The improvements will occur on areas of the site with less than 10 percent slopes that have previously been disturbed through planting landscaping and vineyards and grading for winery development of the driveway loop around the winery building and outdoor work areas.

Based on the proposed locations of physical improvements, the project would not result in substantial effects to officially mapped or designated environmentally sensitive areas or resources. No grading would occur in a waterway, in any wetland, in any officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazards such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist. The project will not have a cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, and will not cause substantial adverse change in the significance of a historical resource. Based on the information provided above, the Major Modification application request meets the criteria for eligibility as Categorically Exempt from CEQA under Classes 1 and 4.

Public Trust

The public trust doctrine (Doctrine) requires the state and its legal subdivisions to "consider," give "due regard," and "take the public trust into account" when considering actions that may adversely affect a navigable waterway. (Environmental Law Foundation v. State Water Resources Control Bd.; San Francisco Baykeeper, Inc. v. State Lands Com.) There is no "procedural matrix" governing how an agency should consider public trust uses. (Citizens for East Shore Parks v. State Lands Com.) Rather, the level of analysis "begins and ends with whether the challenged activity harms a navigable waterway and thereby violates the public trust." (Environmental Law Foundation, 26 Cal.App.5th at p. 403.). As demonstrated in the Environmental Law Foundation vs State Water Resources Control Board Third District Appellate Court Case, that arose in the context of a lawsuit over Siskiyou County's obligation in administering groundwater well permits and management program with respect to Scott River, a navigable waterway (considered a public trust resource), the court affirmed that the public trust doctrine is relevant to extractions of groundwater that adversely impact a navigable waterway and that Counties are obligated to consider the doctrine, irrespective of the enactment of the Sustainable Groundwater Management Act (SGMA).

On January 10, 2024, Napa County released a Tier III Water Availability Analysis guidance memorandum, providing guidance for complying with Public Trust. A Tier III review or equivalent analysis is the County's adopted method for complying with its duties under the Doctrine. The project Water Availability Analysis (WAA), dated December 4, 2025, by O'Connor Environmental Inc., includes a Tier III equivalent analysis for potential impacts to Soda Creek. The project hydrogeologist

concludes that the project well meets the standards specified in the County's WAA Guidance document to demonstrate that continued use of the well at existing operations would be expected to preclude significant adverse effects on surface waters. The operational pumping rate of the project well shall be reduced and restricted to no more than 17 gallons per minute (where no limitation previously existed). Additionally, a ground water management condition of approval will be included with imposed metering on the project well, monitoring and reporting of groundwater use (at the County's request), and the County's ability to recommend additional measures or revoke the use permit in the future if substantial evidence exists that the Project substantially affects the groundwater basin. These project components and conditions of approval provide even greater protection, further reduce any alleged harm, and align with the requirements of the 2024 Water Memo. The County has satisfied its duty.

“ | ”

Public Comments Received After April 1, 2026 Planning Commission Hearing

To: Emily Hedge, Planner III Napa County
From: Stephanie O'Brien, Napa Resident
Date: May 18, 2026
Re: P19-00121 Hagafen Cellars Winery Use Permit Major Modification
CC: Supervisor Joelle Gallagher, District 1
Planning Department

Dear Emily,

Please add the attached public comment and supporting materials to the administrative record for the Hagafen Winery appeal.

Introduction and Purpose of Comment

My primary concerns are water, wildlife, and quality of life in Napa County, including traffic and noise. In these areas, I expect the County to maintain high standards, consistent with practices I have seen in other comparable settings: high tourist activity and sensitive environmental resources. I have serious concerns that this project has not been properly analyzed or mitigated in these areas, and I expect the County to address these issues through its public facing CEQA Exemption Memo.

My intention is not to police CEQA procedures or debate formatting. My purpose is to protect Napa County's environment from future harm. CEQA is simply the lens through which I evaluate these issues because it is structured, transparent, and grounded in defined rules.

As a long + full time resident of Napa Valley for more than 50 years, I am familiar with this site and the environmental conditions in this portion of the valley. Although I am not a CEQA expert, I am submitting this comment as a long-time resident who has reviewed the publicly available project materials and the 1998 record in detail, and my analysis is based solely on those documents.

Request for Remand to Reestablish the CEQA Basis

I am formally requesting that this project be remanded back to the planning department for a CEQA basis review and update the current CEQA Exemption Memo with that analysis.

Below are my findings to support this request.

The CEQA Exemption Memo Does Not Identify or Support the CEQA Basis

To claim a baseline to support an exemption, the underlying CEQA basis must be accurate and supported by substantial evidence.

Prior PBES Director David Morrison's memo to the Napa County Board of Supervisors, (12/12/19) states:

> "*Simply, an agency's decision rejecting the existence of an exception to a categorical exemption in much more defensible if the agency makes explicit findings that no unusual circumstances exist and that, regardless, there exists no reasonable possibility the activity in question will have a significant impact.*"

I understand the Director was referring to the Common Sense Exemption when he wrote this. However, his statement reflects CEQA's broader requirement: an exemption is only defensible when the agency identifies the basis and evaluates and rejects the exceptions. In this case, the CEQA Exemption Memo does not identify the CEQA basis, does not evaluate the exceptions, and does not include the explicit findings that CEQA requires. As a result, the memo does not meet the standard articulated in the Director's own CEQA guidance, and the Findings cannot rely on it.

For the County to rely on Class 1 and Class 4 categorical exemptions, it must take the 1998 CEQA basis and evaluate the physical and operational changes that have occurred through 2026.

One of the changes in the County's own documents is a groundwater recharge deficit. If the recharge deficit is an existing physical condition, then it is part of the baseline. The 1998 Initial Study never identified this deficit as part of the environmental setting. I understand water is discussed in the memo under Public Trust, but my concern is not where it is documented, rather the issue is that the CEQA basis relies on a baseline that never included the groundwater recharge deficit (in the1998 Initial Study, the deficit was never mentioned)

Without an accurate baseline, the CEQA basis is incomplete.

The 1998/99 Hearing Demonstrates Gaps in the Original CEQA Review

There is substantial evidence in the hearing that the CEQA basis requires review. The Planning Commission held a hearing to approve the Negative Declaration, and the transcript is part of the PBES record. The transcript shows that Commissioners repeatedly confused CEQA environmental impacts with road safety issues, treated Public Works' operational flexibility as a substitute for CEQA analysis, and relied on pre 1990 Small Winery practices rather than evaluating environmental effects on water, wildlife, or quality of life. These patterns reflect the CEQA understanding of that era, not negligence, but they resulted in a Negative Declaration that did not fully evaluate impacts or identify appropriate mitigation.

Physical changes to the site were also not analyzed. The parcel is long and narrow (approximately 11 acres), and roughly 2 acres were removed from vineyards used to construct

the winery, tasting room, roads, and landscaping. While the prior vineyard use was considered "agriculture" and therefore not evaluated under CEQA (and it was 30 years old), the conversion of 2 acres from natural agricultural land to buildings, roads and landscaping is a physical change that CEQA requires to be analyzed. A vineyard baseline is not a winery baseline. The 1998 Initial Study did not evaluate these physical conditions or identify mitigation measures that could have been implemented at the time.

The Initial Study did not incorporate the environmental effects of the left turn lane. CEQA required this analysis even in 1998. Because the current CEQA Exemption Memo relies on the 1998 baseline, the completeness of the original CEQA analysis is directly relevant. The transcript includes a clear exchange illustrating the issue between Attorney Steven Buehl and Chairperson Jim King:

Mr. Buehl, states (pg. 74-75):

> *"It's also true that under CEQA that if you were told that the mitigation measure itself creates environmental impacts, then the environmental impacts of that nature have to be assessed and have to be mitigated if that's creating further adverse environmental impacts. So those things can't be done down the road someplace."*
>
> And
>
> *"It should be given weight now. And deferred mitigation is not proper proceeding under CEQA".*

Chairperson Jim King Responds:

> *"I guess I want to state that in the public record we just heard Public Works and staff say that they do have that flexibility"*

This exchange is one example of a broader pattern in the transcript: CEQA responsibilities were misunderstood, and safety considerations were repeatedly substituted for environmental analysis.

The Commission's approach reflected the "small winery" mindset of the time. In 1998/99, small winery projects rarely received detailed CEQA reviews, and EIRs were almost never prepared for wineries. Commissioner Tony Holzhauer's comments confirm this context: he noted that in eight years on the Commission, he had seen almost no winery EIRs and that wineries under 20,000 gallons had historically been approved "automatically" without hearings. This was the prevailing framework of the era, not a lack of diligence.

Commission member Tony Holzhauer, states (pg. 131-132):

> *"To have an EIR, a total full-blown EIR on of—other than I think maybe in the eight years that I have been on this Commission, that we have had maybe three EIRs that are done, were done. I haven't seen one on a winery, that I can recall, maybe there were. But we have talked about wineries. They go – most of the ones that come up are half a*

million to over well over a million gallons and we have never required an EIR on those. A 20,000 gallon winery before the, when was it '91, was a permitted use without going through any hearing. It was just – you were automatically allowed to have that on a parcel smaller than this. Now with the winery definition, every winery that comes in front has to come in and get a use permit. That's why we are going through this at this time. The number of visitors is not really that significant. The big events that come that could pile people up on the road turning in certainly is a problem. And I think that's what we are wrestling with at this time."

Operational intensity was also not evaluated. County planner Wyntress Balcher stated (pg. 5) that the applicant proposed an "aggressive marketing plan," including an increase from zero visitation to 25 visitors per day, five or six days per week. In Napa County, "marketing" refers to physical onsite events and visitation. An increase in the frequency or intensity of onsite activity is a physical change that CEQA must evaluate. The Initial Study did not analyze visitation, events, circulation on a long narrow parcel, the operational impacts of people on the site, or production. A vineyard baseline reduces some CEQA concerns, but it does not eliminate the need to analyze the operational impacts of a winery. Although the site had been planted in vineyard for decades, the Initial Study did not include any evaluation of the biological setting or consider whether the introduction of year round winery and hospitality operations could impact wildlife or habitat. As a result, the CEQA baseline for intensity was never established.

The 1998 Baseline Is Incomplete and Cannot Support a 2026 Exemption

Historical practice does not satisfy CEQA today**.** Through a 2026 lens, the 1998 Initial Study did not evaluate:

- the groundwater recharge deficit documented in the County's own records,
- the conversion of 2 acres of agricultural land to buildings and roads,
- the environmental effects of the left turn lane, or
- the impacts associated with people, production on the property.

While the Initial Study includes limited reference to traffic, parking, water availability, noise (and septic through consultant report) it does not contain the baseline environmental setting or the full range of impact analysis required for a discretionary winery project. The pattern of analysis is consistent with the Small Winery Exemption framework rather than a complete CEQA review.

Because the County now relies on the 1998 ND + Initial Study as the CEQA basis for a 2026 exemption, the omissions in the original analysis must be addressed. The CEQA basis must be reevaluated and reestablished using current CEQA standards. A categorical exemption cannot rely on a baseline that did not analyze these conditions.

A 1998 ND/Initial Study Is Functionally Equivalent to a Small Winery Exemption Today

A 1998 Negative Declaration supported by a brief Initial Study is, in practical environmental terms, the functional equivalent of a Small Winery Exemption under today's CEQA standards. The 1998 Initial Study and the meeting transcript show that key physical and operational changes were never evaluated under CEQA.

In effect, the CEQA standard applied to Hagafen in 1998 is materially similar to the CEQA standard currently being litigated/appealed in the Small Winery Exemption case, where the absence of CEQA review has resulted in the county spending over $2 million in attorney fees and statutory penalties exceeding $1 million + a permanent injunction barring visitation to the owner. The difference is that Hagafen has a 1998 ND/IS on paper, but the level of analysis is comparable to a ministerial exemption by today's standards.

Residents Absorb the Impacts When CEQA Is Treated as Flexible

Napa County treats some impacts as fixed and non-negotiable, while treating others as discretionary. The Conditions of Approval require the access road to be widened to meet current Road and Street Standards. These standards are tied to life and safety and cannot be waived. In contrast, impacts that residents experience most directly: water, wildlife, traffic, and noise, are treated as flexible. Both categories of impacts meaningfully affect the community, yet they are regulated very differently.

As a long-time resident, I understand and accept that vineyards reduce habitat and use water resources. The community accepts this because vineyards are quiet most of the year and do not generate large-scale traffic. But when winery and hospitality uses are introduced, the land use pattern fundamentally changes. The developed footprint in this project is comparable to a medium sized big box store, and like any commercial footprint, the County must address all associated impacts. If not, residents are left with absorbing the cumulative effects while the benefits flow elsewhere.

Summary and Request for Action

CEQA is the only tool residents have to ensure that environmental burdens are not shifted onto them without analysis. For these reasons, the County must reestablish a clear and accurate CEQA basis, I am therefore requesting that this project be remanded back to the planning department for a CEQA basis review and update the current CEQA Exemption Memo with that analysis.

Attachments:

Excerpts from 1998/99 Hearing Transcript (pp. 5, 74-75, 131-132). The full 1998 hearing transcript is available in the PBES APN online Database, APN 039-130-002

Excerpts from 1998 Initial Study (selected pages referenced in memo). The full 1998 Initial Study is available in the PBES APN online Database, APN 039-130-002

Memo from David Morrison, PBES Director to the Board of Supervisors, December 12, 2019, full document attached

CEQA Categorical Exemption Memorandum, February 20, 2026, Full Document Attached

provide adequate screening of lighting, any glare, any outdoor storage and to help reduce noises which may result from winery activities.

In addition, the Condition has proposed to ensure that any outdoor storage is screened from view of adjacent property utilizing a barrier consisting of fencing and/or dense landscaping.

The applicant has proposed an aggressive marketing plan estimating large numbers of visitors at 24 various events. They are expecting on average less than 100 persons attending but a maximum of 150 at six of the events. Staff is recommending limiting the Marketing Plan relative to the number of visitors attending each event more in line with other wineries of similar size.

The recommendation is to limit the 24 marketing events to a maximum of 75 persons or less, except two holiday events allowing 100 persons. Although 22 on-site parking spaces are proposed, additional parking can be provided on the access driveways and the concrete slab area located at the rear of the winery. Therefore, adequate parking can be provided on-site for the larger marketing activities.

Since this is a new winery, 75 percent of the annual production must be produced from Napa County grapes, including the grapes of the maximum four custom producers

parcel of about seven acres which is I believe on one of our other maps, but not on this map, that's served by that driveway. We have Mr. Nielsen's driveway here. We have the driveway here where the parcel -- another parcel is just south of that. So we have a number of driveways in a very short span of space.

We have like zero feet here with 500, 600. Within about a 1,000 foot space we have 19 different parcels that are accessing the trail. I think that's your connection. Those driveways are being impacted by this left-turn lane.

It's also true that under CEQA that if you were told that the mitigation measure itself creates environmental impacts, then the environmental impacts of that nature have to be assessed and have to be mitigated if that's creating further adverse environmental impacts. So those things can't be done down the road someplace.

I appreciate Commissioner King's desire to have some flexibility down the road. But I'm very concerned that if those aren't studied now and if alternatives aren't brought to you and mitigation measure alternatives now, that you are not going to be able to deal with this later when a standard gets put in place that apparently the Department of Public Works may not interpret that flexibly.

I'm concerned about the language in Mr. Berkholtz's memorandum to Miss Balcher November 20th, 1998, where he states, Public Works does not have the authority to require installation of two-way left-turn lane to serve adjacent properties just prior to this use permit as recommended by the traffic study.

I'm concerned that there's an institutional view on the part of Public Works that they don't have that flexibility. And I'm concerned that that won't be an alternative that will be given adequate weight down the road.

It should be given weight now. And deferred mitigation is not a proper proceeding under CEQA. That's why I think that further studies of this issue should be undertaken. It should be brought to the Commission before the Commission acts on this application.

CHAIRPERSON KING: I guess I want to state that in the public record we just heard Public Works and staff say that they do have that flexibility.

So I understand your concern, but it is on public record which carries some weight that they do. And we are willing to accept that statement from them as far as that goes. But that doesn't mean we are not listening or hearing.

STEPHEN BUEHL: I appreciate that.

winery.

Until we change that, they have every right in the world to have a winery on that property, and all we can do is impose certain conditions to try to make that a little better for the neighbors. And that of course is what we are trying to do here and we have done since 10:30 this morning. We are still in the process of doing it.

We do appreciate the comments that everyone makes and -- but we want you to know it's not just a cut and dry you can do this, you can't do this. There has to be some compromise, unless you change the zoning of this area and the uses are permitted on this.

To have an EIR, a total full-blown EIR on something like this is not practical. I don't know of -- other than I think maybe in the eight years that I have been on this Commission that we have had maybe three EIRs that are done, that were done.

I haven't seen one on a winery, that I can recall, maybe there were. But we have talked about wineries. They go -- most of the ones that come up are half a million to over well over a million gallons and we have never required an EIR on those.

A 20,000 gallon winery before the, when was it '91, was a permitted use without going through any hearing. It was just -- you were automatically allowed to have that

on a parcel smaller than this.

Now, with the winery definition, every winery that comes in front has to come in and get a use permit. That's why we are going through this at this time.

The number of visitors is not really that significant. The big events that come that could pile people up on the road turning in certainly is a problem. And I think that's what we are wrestling with at this time. How can we reduce that traffic problem to get these people in and get the people out. And I think you'll certainly have some thoughts on that as we go on.

That's -- the water is another question that came up. And certainly we're in an area, the Western United States, is in many places other than along the coast are semi-deserts. We have lots of problems. The gentlemen that worked on Hetch Hetcy certainly understands that.

We have gone through our process of phase one water uses for a winery and found that that's as far as we need to go because the winery probably doesn't use an awful lot of water. A single-family residence uses something like three-quarters of an acre foot of water per year. So one of your real problems in the area would be with all of the houses using a lot of water.

So there -- I don't think the addition of this

IMPACT DISCUSSION

The project proposes to establish a new winery on Silverado Trail, operating 5 days per week, with five (5) full-time employees, two (2) part-time employees, approximately 15 visitors/day expected, 1.6 deliveries/day, and an increase during harvest and bottling, when there are five (5) additional full-time employees. Proposed marketing would occur an average of two (2) per month, expecting no more than 150 persons at any event.

ECOSYSTEM (endangered plant)

A habitat for a plant designated as Federally Endangered (also California Native Plant Society designation), *Lasthenia conjugens* (Contra Costa Goldfields), has been identified north of the subject property. The applicant has indicated that property has been under vineyard cultivation around thirty years. Therefore, the occurrence of the endangered plant on the property would not be expected and no adverse environmental impact would be expected to result from this project.

TRAFFIC (safety and congestion)

The proposal will result in an increase in weekly traffic generators, roughly 57.2 trips, from employees, grape delivery, glass delivery, case good shipping, occasional marketing activities etc. Silverado Trail is a well-traveled road and has a relatively high speed limit (55 mph). Sight distances are very good from the access driveway, well over 100 feet. The average daily traffic count for Silverado Trail just south of the Oak Knoll Avenue, north of the project site, is 5,241; south of the project site, the average daily traffic count, measured south of Soda Canyon Road, is 5,527, south of the project site. New turning activities which will occur may result in traffic delays and will expose new site users to the risk of traffic accidents. The construction of a left turn lane to allow users of the driveway a safe waiting area would help reduce the increased risk of traffic safety and to reduce possible traffic congestion impacts to a level of insignificance.

COMMERCIAL RESOURCES

The 12.23 acre parcel is currently cultivated in 11± acres of vineyards. There will be some removal of approximately two acres of older vineyard to construct the winery and new access road. This amount of removal is not significant in relation to the amount of acres in vines in Napa County which total approximately 36,000 acres.

MITIGATION MEASURES:

___ None Required
_X_ Identified By This Study - Unadopted (see attached Draft Project Revision Statement)
___ Included By Applicant As Part of Project (see attached Project Revision Statement)
___ Recommended For Inclusion As Part of Public Project (see attached Recommended Mitigation Measure List)

BASIS OF CONCLUSIONS:

The conclusions and recommendations contained herein are professional opinions derived in accordance with current standards of professional practice. They are based on a review of the Napa County Environmental Sensitivity Maps, the other sources of information listed in the file, and the comments received, conversations with knowledgeable individuals; the preparer's personal knowledge of the area; and, where necessary, a visit to the site. For further information, see the Environmental Background Information Form contained in the permanent file on this project.

AGENCY STAFF PARTICIPATING IN THE INITIAL STUDY:

Resource Evaluation: W.C. Balcher Date: January 20, 1998

Site Review: W. C. Balcher Date: January 20, 1998

Planning/Zoning Review: W. C. Balcher Date: January 20, 1998

PRELIMINARY DETERMINATION:

___No reasonable possibility of environmental effect has been identified, and a Negative Declaration should be prepared.

_X_ A Negative Declaration cannot be prepared unless all identified impacts are reduced to a level of insignificance or avoided.

DATE: January 20, 1998 BY: _____
Wyntress Chatman Balcher, Planner

III

Background Information
Page #

*Runoff (Impact 6 & 9)

Watershed designation: _____ _____ _____
size (acres): _____ _____ _____

Percentage Change in Downstream Flows:
(see runoff/erosion calculation sheet when attached)
_____ _____ _____

---

*Erosion/Sedimentation/Water Quality (Impact 7, 8, 10, 11 & 12)

Watershed designation _____ _____ _____
erosion hazard _____ _____ _____
size (acres) _____ _____ _____

Percentage Increase In Sediment Delivered To Drainageway
(see runoff/erosion calculation sheet when attached)

construction: _____ _____ _____
permanent: _____ _____ _____

---

*Air Quality (Impact 13, 14, 15 & 16)

Traffic Generated (trips/day): _____ Average Trip Length (miles/trip): _____

VMT Increase (miles/day): _____ Existing VMT In Airshed: _____

Percentage Increase In Pollutants Released In Airshed: _____

On-site Air Pollution Levels
(see air quality calculation sheets when attached)

CO (1 hr): ___ ppm CO (8 hr): ___ ppm HC (3 hr): ___ ppm TSP (24 hr): ___ ug/m^3

Proportion of Remaining Uncommitted Capacity To Hazardous Off-site Air Pollution Levels Employed (see air quality calculation sheet when attached)

Roadway: _____ _____ _____
CO (1 hr): _____ _____ _____
CO (8 hr): _____ _____ _____
HC (3 hr): _____ _____ _____
TSP (24 hr): _____ _____ _____

Commercial Resources (Impact 50 & 51)

☐ On-site/Nearby Aggregate/Rock Product/Mineral Resource Site
(% site - material(name)) _____

Amount of Prime Cropland/Grazing Land Potentially Removed From Production
(acres): _____

Total Amount of Prime Cropland/Grazing land In County
(acres): _____

Percentage Loss in Prime Cropland/Grazing Land: _____

Other

SOURCE OF ENVIRONMENTAL SETTING INFORMATION:

Except as otherwise indicated, the source of the setting information specified above is (a) the Napa County Environmental Sensitivity Mapping Program; (b) a review of the 1968 1:12,000 scale aerial photos of the site; (c) the comments received; (d) conversations with knowledgeable individuals (see notes below); (e) the preparer's personal knowledge of the area; and (f) where necessary, a site visit (see notes below).

FIELD CHECK (Optional):

Date: _____
By: _____

On-site Improvements & Vegetation: _____

Surrounding Land Uses: _____

Views: _____

Site Distance: _____
Other: _____

Employees
5 x 3.2 = 16 trips
5 x 2 = 10 trips
16 + 10 = 26 trips (7 trips peak hr)

Visitors
5 x 2 trips/day = 10 trips
25 visitors/day ÷ 2.6 visitors/auto
= 9.6 autos x 2 trips/auto =
19.2 trips (11 trips peak hr)

Warehouse
50,000 sq ft
76 trips/1k sq ft or 2 trips/day
Materials 10 trips/yr or .28 trips/day
Customer goods 40 trips/yr or .16 trips/day

52 trips/day - DMX (crash + public visitation)
30 trips/day - typical
18 peak hr

20.5
9.61
30.

NOISE

Winery Ducing Crush

~~≥ 500'~~ 65 dBA at 140' (grape dumping operation - noisest activity)

at 500' 65 dBA - 12 dBA = 53 dBA

Maximum intermittent level

Traffic

winery access road (230')

3 truck trips/day
5 employees
25 visitors/day

5 employees X 4 trips/day = 20 trips/day

25 visitors/day ÷ 2.6 persons/auto X 2 trips/auto = 19 trips/day

6 truck trips/day

45 trips/day nonharvest

65 trips/day harvest 10 trips/employee

1 truck trip peak hr
11 visitor trips

21 autos/hr
1 truck/hr

traffic - vehicles: 35½ dBA

- trucks: 41 dBA

≤ 43 dBA winery traffic

Silverado Trail (650') - 5697 trips/day 565 trips peak hr
1% trucks → 57 trucks/day → 4½ trucks/hr 4 trucks/hr

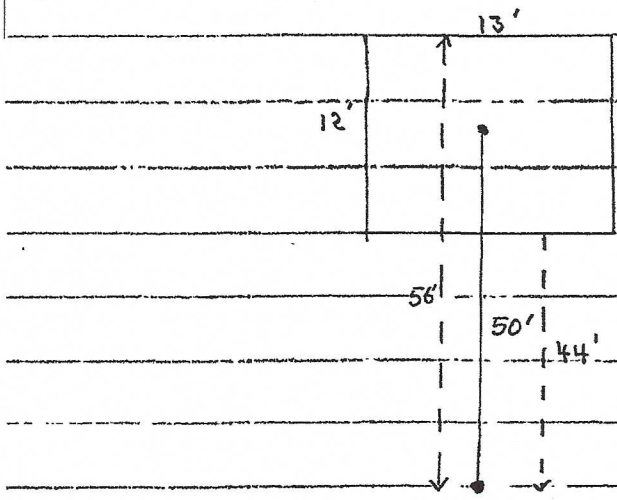
traffic - vehicles 46½ dBA
trucks 39 dBA

≥ 47½ dBA

48½ dBA +4 dBA

standard 55 dBA

Marketing Events - Crowd Noise (150 people)



40½ dBA at 56' (ie 55 - 14½ dBA)

55 dBA at 10' ⇒ 41½ dBA at 50' (ie 55 - 13½ dBA)

42 dBA at 44' (ie 55 - 13 dBA)

	56'	50'	44'
1 pair	40½ dBA	= 41½	42
2 pair (+3)	43½		
3 pair (+1¾)	45¼		
4 pair (+1¼)	46½		
5 pair (+1)	47½		
6 pair (+¾)	48¼		
7 pair (+¾)	49	50	50½

49 + 49 + 49 + 50 + 50 + 50 + 50 + 50 + 50 + 50½ + 50½ + 50½

53¾ 57¾ 55¼

57½

60¾ dBA at 50' ⇒ 39 dBA at 500'

ENVIRONMENTAL ASSESSMENT

BACKGROUND INFORMATION

ENVIRONMENTAL DETERMINATION

- ☐ Not Subject to CEQA - _____
- ☐ Statuatorally Exempt - _____
- ☐ Categorically Exempt - Class _____
- ☐ Negative Declaration
- ☐ Mitigated Negative Declaration
- ☐ Focused EIR
- ☐ Full EIR
- ☐ _____

PROJECT NAME: _____ **INITIAL STUDY #:** _____

PROJECT INFORMATION (Optional):

_____

_____

_____

_____

square ft.	occupants	visitors	occupant load	bedrooms	
_____	_____	_____	_____	_____	existing
_____	_____	_____	_____	_____	base case
_____	_____	_____	_____	_____	proposed
_____	_____	_____	_____	_____	difference

Aerial Photos: _____

_____

ENVIRONMENTALLY SENSITIVE AREA EVALUATION (Selected Categorical Exemptions Only):

YES NO **(Geology)**

___ ___ 1. Exposure of new site users to substantial life and/or property hazards from geologic processes (eg., severe settlement, sliding, faulting, intense seismically induced ground shaking, seismically-induced ground failures, etc.).

___ ___ 2. Exposure of existing area occupants to substantially increased life and/or property hazards from geologic processes.

(Hydrology)

___ ___ 5. Exposure of new site users to substantial life and/or property hazards from flooding (eg., stream flooding, tsunamis, seiches, dam or levee failure, etc.).

___ ___ 6. Exposure of existing area occupants to substantially increased life and/or property hazards from flooding.

Hagafen 1998 Initial Study Excerpts

RECEIVED
NOV 1 0 1997
NAPA CO. CONSERVATION
DEVELOPMENT & PLANNING DEPT.

Water Availability Analysis
4160 Silverado Trail, AP#39-130-02

I hereby submit the following reconnaisance report for the property listed above. This parcel consists of 12.23 acres located on the east side of Silverado Trail, approximately 1/2 mile north of Soda Canyon Road. A site map showing this parcel and neighboring parcels is included with this report. The source of water on this property is an agricultural well, location indicated on map, producing 20 gpm (well test attached).

This report is being submitted in order to obtain a use permit to establish a winery producing 50,000 gallons (20,000 cases) of wine per year. Water demand for the winery is concentrated in the late summer/early fall months of August, September, and October and is estimated by the Department of Environmental Health at 1.5 times the annual wine production or in this case 75000 gallons. Peak flow during the harvest is calculated at 75000 divided by 60 days or 1250 gallons per day (125 gallons per 10 hour work day which equals 2 gpm).

An alternative calculation to determine water use is given in the book, Winery Utilities, by David Storm as follows:

Winery production	20,000 cases
Annual water use from historical water use	25 gallons/caseX20000=500000 gallons
Water use for maximum month of September	500000X12%=60000 gallons
Use per day of 26 day work month	2308 gallons
Use per 10 hour work day	231 gallons
Average peak flow	231/60=3.8gpm

1
5.6
5.4
11.0

The property is planted to vineyard, approximately 5.6 acres of 30 year old Pinot Noir and 5.4 acres of non-bearing Cabernet Sauvignon. The drip irrigation system is computerized and operates during the night hours to maximize the efficiency of irrigation and energy costs. A calculation of water used for irrigation is as follows:

5.6 acres Pinot Noir @ 454 vines /acre drip irrigated with .5 gallons/vine/hour= 1271 gal/hour. A typical irrigation season is about 12-14 weeks pre-harvest during the months of May, June, July, and August and 4-6 weeks post-harvest during the months of October and November for a total of 20 weeks of 28 hours/week for a total irrigation water used for these 5.6 acres of 711,872 gallons or 2.18 acre-ft. (280 gals/vine)

5.4 acres Cabernet Sauvignon @ 871 vines /acre drip irrigated with .5 gallons/vine/hour= 2352 gals/hour. A typical irrigation season as outlined above is about 20 weeks of 28 hours/week for a total irrigation water used for these 6 acres of 1,316,952 gallons or 4.03 acre-ft. (280 gals/vine)

Therefore the total water used for vineyard irrigation is presently about 6.2 acre-ft, less than the typical water use for vineyards of 11 acre-ft (1 acre-ft per acre).

October 24, 1997

A conversion of the property to include a winery will result in a loss of approximately 2 acres of older vineyard for a gain of .8 acre-ft. Using the information supplied in the Staff Report of the Department of Public Works, a winery producing 50,000 gallons of wine and its landscaping will need about 1.32 acre-ft. This calculation is very similar to the earlier calculation indicating 500,000 gallons required to produce 20,000 cases of wine annually. Therefore the total water to be used will increase slightly to 6.72 acre-ft for the entire parcel. This total falls well below the projected water demand for 9 acres of vineyard plus a 50,000 gallon winery, approximately 10.32 acre-ft as estimate in your Staff Report.

Additionally, the acceptable water usage as given in the Staff Report is well above the water demand of this valley floor property. Therefore, based on the above calculations, I do not believe that the construction of a winery on this property will have any adverse effects on the well of this property or the surrounding properties.

I will appreciate your consideration and comments.

Sincerely,



Ernie Weir

October 24, 1997

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

David Morrison
Director

MEMORANDUM

To:	Napa County Board of Supervisors	From:	David Morrison, PBES Director John McDowell, Supervising

Date:	December 12, 2019
Re:	CEQA Memorandum for Renewable Energy Systems Zoning Ordinance Text Amendment

I. INTRODUCTION AND SUMMARY OF CONCLUSIONS

The County is considering Zoning Ordinance updates to repeal the expired Small Wind Energy Systems Chapter (Chapter 18.117 of the Napa County Code) and replace it with a Renewable Energy Systems Chapter. This update implements Action Item 9.C of the Napa County Strategic Plan (2019-2022).

After careful review, the PBES Department has concluded that the County of Napa's proposed Zoning Ordinance updates are exempt from environmental review under the California Environmental Quality Act ("CEQA;" Pub. Res. Code, § 21000 et seq) and the CEQA Guidelines (14 CCR, § 15000 et seq). Given that these updates consist of ordinances that assure the maintenance, restoration, or enhancement of natural resources and the environment, their adoption falls within categorical exemptions under the CEQA Guidelines, as well as the general rule exempting activities where it can be seen with certainty the activities in question will not have a significant effect on the environment.

In particular, the ordinance updates are exempt as falling within Class 7 and Class 8 Exemptions, and some of the updates, in addition, fall within Class 4 and Class 5 Exemptions, as codified at Title 14, California Code of Regulations, sections 15304, 15305, 15307 and 15308. Further, no exception to these exemptions would apply.

The available evidence shows the proposed regulations are also exempt under the "Common Sense" Exemption set forth in Title 14, California Code of Regulations, Section 15061(b)(3).

II. APPLICABLE EXEMPTIONS AND POTENTIAL EXCEPTIONS, GENERALLY

Requirements of Class 4, Class 5, Class 7, Class 8, and Common Sense Exemptions. The language of the pertinent exemptions are included below:

- **Class 4 Exemption.** This exemption covers "minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes." (14 CCR, § 15304.) A non-exclusive list of examples includes certain grading activities, filling activities, alterations that improve habitat for fish or wildlife, and fuel management to reduce fire risks. (*Id*.)

- **Class 5 Exemption.** This exemption covers "minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density." (14 CCR, § 15305.)

- **Class 7 Exemption.** This exemption covers "actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include, but are not limited to, wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption." (14 CCR, § 15307.)

- **Class 8 Exemption.** This exemption covers "actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption." (14 CCR, § 15308.)

- **Common Sense Exemption.** The CEQA Guidelines include an exemption based on "the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." (14 CCR, § 15061(b)(3); see *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.) Under this exemption, an agency can find a project is exempt from environmental review if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (14 CCR, § 15061(b)(3).)

The Class 4, Class 5, Class 7 and Class 8 Exemptions are premised on a finding by the California Secretary for Natural Resources that the classes of projects covered by them do not have a significant effect on the environment. The exemptions, however, are not absolute. Although a project might otherwise be eligible for a categorical exemption, these exemptions must be denied if (1) significant cumulative impacts from projects of the same type will result; and (2) there is a reasonable possibility of a significant impact on the environment due to unusual circumstances. (14 CCR, § 15300.2(b)&(c).) In addition, the Class 4 and Class 5 Exemptions cannot apply if the activity in question falls within a particularly sensitive environment, meaning an environment where there exists an "environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies." (14 CCR, § 15300.2(a).)

Agency's finding that a particular proposed project falls within one of the exempt classes necessarily includes an implied finding that the project has no significant effect on the environment and that no exception to the exemption applies. (*Save the Plastic Bag Coal. v. City & Cty. of San Francisco* (2013) 222 Cal. App. 4th 863, 873–74; *Association for Protection of Envt'l Values v. City of Ukiah* (1991) 2 Cal.App. 4th 720, 731.) However, where an agency does not make express findings, and relies on implied findings

regarding the inapplicability of exceptions, and project opponents file a legal challenge, a court's ability to affirm the agency's decision is constrained with respect to the "unusual circumstances" exception. With implied determinations, a court cannot discern whether (1) the agency determined no unusual circumstances existed, or (2) whether the agency determined unusual circumstances existed, but there was no reasonable possibility of a significant impact due to those circumstances. (*Respect Life South San Francisco v. City of South San Francisco (Planned Parenthood Mar Monte, Inc., Real Party In Interest)* (2017) 15 Cal.App.5th 449.) This makes a difference because the determination of whether unusual circumstances exist is subject to the highly deferential "substantial evidence standard," under which a court will defer to the agency's decision if it is supported by substantial evidence, whereas the determination about whether there exists a reasonable possibility of a significant impact is subject to the non-deferential "fair argument" test, under which a court will find for project opponents if they show there is a fair argument of a reasonable possibility the activity will have a significant environmental impact. (*Id*.) In the absence of direction, a court must analyze the implied finding as if made on the narrowest possible grounds, and can uphold the categorical exemption against the unusual circumstances challenge only if (1) it finds the record contains no substantial evidence that could support a finding of unusual circumstances – a determination courts will likely be reluctant to make due to the broad discretion vested in the local agency to determine this "essentially factual" issue – *or* (2) it *assumes* the existence of unusual circumstances, but finds the record is devoid of substantial evidence supporting a fair argument of a reasonable possibility that any purported unusual circumstances identified by the challenger will have a significant environmental effect.

Simply, an agency's decision rejecting the existence of an exception to a categorical exemption is much more defensible if the agency makes explicit findings that no unusual circumstances exist and that, regardless, there exists no reasonable possibility the activity in question will have a significant impact. Accordingly, we have set forth below evidence the County can consider in finding the proposed ordinance updates have no significant effect on the environment, and are exempt from CEQA.

Findings are also of significant benefit when an agency seeks to apply the Common Sense Exemption to a project. In essence, the application of this exemption is to be decided based on whether record evidence supports the exemption, and the agency has the burden of demonstrating the exemption applies. (*Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372, 386, 388.) The agency need not engage in detailed or extensive fact-finding to make this determination, but there must be substantial evidence in the record to support it. (*Id*. at 388, quoting *Napa County Bd. of Supervisors* (2001) 91 Cal. App.4th 342, 369.) What must comprise this evidence may vary, and depends on a multitude of factors, including the nature of the project, the directness or indirectness of the contemplated impact, and the ability to forecast the actual effects the project will have on the physical environment. (*Id*.) To this end, we have included findings below that can assist the County in supporting use of the Common Sense Exemption.

III. EVIDENCE SUPPORTING APPLICABILITY OF EXEMPTIONS

Qualification of ordinance updates for Class 4, Class 5, Class 7, Class 8, and Common Sense Exemptions. The prohibition of an activity that creates "environmental problems" constitutes an action 4 to assure "protection of the environment." (*Magan v. County of Kings* (2002) 105 Cal.App.4th 468, 476.) Each of the proposed ordinance updates, as explained below, confers the benefit of additional protections

for natural resources and the environment, and it can be seen with certainty that there is no possibility the regulations in question may have a significant effect on the environment. A full description of these ordinance updates is included in the December 17, 2019 Board of Supervisors Agenda Report, and the complete text of the proposed ordinance updates is included in the proposed ordinance included as an attachment to this Agenda Report. These and other materials accompanying the proposed ordinance updates are incorporated herein by reference.

What follows are general summaries of each of the proposed updates contained in the Renewable Energy Systems Ordinance; the full details are incorporated herein by reference, and each of the analyses below extend to the full breadth of the proposed amendments.

- **Repeal of Small Wind Energy Systems Regulations** – In 2002, the State passed legislation mandating that "small wind energy systems" be allowed within all cities and counties. These systems consisted of a wind turbine mounted on a single tower, and were intended to supply power to onsite land uses (as opposed to utility-scale windfarms). Napa County incorporated these requirements into zoning under Chapter 18.117. Consistent with State law, the ordinance included a 2017 sunset provision. The currently proposed action will repeal this antiquated code language, which automatically expired on January 1, 2017, and replace it with the new renewable energy systems standards. Repeal of expired ordinance requirements has no potential to result in a change to the environment, and in itself does not meet the definition of a project pursuant CEQA Guidelines (14 CCR, § 15378).

- **Accessory Use Renewable Energy Systems** – This ordinance codifies current administrative practices allowing homes, businesses, and agricultural uses to install solar systems to offset the power needs of the onsite uses. For many years, the County has issued building permits for solar systems under existing regulations allowing for accessory uses (Definitions Chapter 18.08, and Additional Development Standards Chapter 18.104), and under Article III of Chapter 15.14 (Small Residential Rooftop Solar Energy Systems) of the Building Code which applies to small residential rooftop applications (Government Code section 65850.5 commonly known as the Solar Rights Act). The proposed ordinance will set ministerial design criteria for accessory solar systems that do not qualify for processing under Article III of Chapter 15.14 , and will define the extent of use that qualifies as an accessory use including:

    - Allows accessory renewable energy systems by right, requiring only a building permit for projects that meet prescribed standards.
    - Limits accessory renewable energy systems to not exceed 125% of the onsite power needs.
    - Differentiates accessory renewable energy systems from commercial energy facilities, by precluding by-right accessory systems from being oversized to sell power into the grid.
    - Subjects accessory systems to the requirements of the Conservation Regulations (Chapter 18.108), floodway protection requirements, and avoids conflicts with septic systems.
    - Presently, the ordinance only establishes solar systems as allowed accessory renewable energy systems, but new or emerging technologies can be included in future updates.

Codifying existing administrative practices will not result in a direct or indirect change to the environment. Under the provisions of County Code Section 18.08.020, Accessory Uses, the County has allowed and will continue to allow solar power generation as an accessory use in conjunction with the primary land uses allowed by general zoning regulations. A key element of an accessory use is that it clearly subordinate to the primary land use. Examples of other accessory uses include outbuildings, utility connections, driveways, recreation structures (i.e. – swimming pool, playground equipment for a residence), trash enclosures, mechanical equipment areas, etc.

The purpose of codifying existing practices for accessory solar systems is to apply a set of clear, uniform and objective standards to ensure that solar systems function in a manner that is clearly subordinate to the primary use, and otherwise limited in scope. The objective standards identify that solar systems must comply with existing County Code requirements including conservation regulations, flood protection, and public health. The new regulations also ensure that systems are not over built exceeding the onsite power generation needs of the existing primary use. The object standards of these regulations will ensure that future accessory solar regulations do not impact sensitive environments, avoid protected species and habitat, comply with water course protection requirements, and comply with the terms of approval of the primary land use.

- **Commercial Renewable Energy Facilities** – The ordinance defines and establishes design criteria for commercial renewable energy facilities, which are power generating facilities that sell power to a utility provider through a PPA. These uses can be a standalone facility, or they can occur in concert with other development such as a large solar array on an industrial warehouse property that produces more energy that is required for on-site needs. These uses are not considered public utilities or governmental uses, and such projects would be subject to discretionary use permit approval through the Planning Commission, and include the following:

    - Commercial facilities are excluded from residential and agricultural zoning districts. Facilities are directed to industrial, commercial, public facility zoning districts.
    - Applies comprehensive development criteria including Conservation Regulations (Chapter 18.108), flood protection, setbacks from existing residential uses, viewshed protection.
    - Commercial facilities include solar and bioenergy, and other new or emerging technologies can be included in future updates.
    - Allows commercial facilities to collocate on developed industrial sites without a use permit provided the commercial solar proposal is consistent with the use permit for the existing development.

  Under current zoning regulations, granting of a discretionary use permit is possible for power generation facilities as "other public utilities" pursuant to County Code Section 18.120.010(b)(8). There are no development standards for other public utility uses, and there is no definition of that use within existing County Code. This ordinance will define, clarify and limit the types of uses that can qualify for processing of a use permit for power

generation. The ordinance will define and limit power generation facilities to renewable energy facilities only, and subject those uses to development requirements that protect the environment, ensure public health, safety and welfare. Presently, other public utility uses are allowed with a use permit within any zoning district. This ordinance will limit the use to renewable energy production with grant of a use permit, and exclude the use for all residential and agricultural zoning district. As such, the ordinance reduces the areas where power generation facilities can be located, and establishes that power generation facilities must comply with certain development standards for protection of the public and environment. Projects occurring as a result of the ordinance will be subject to discretionary use permit review, and thus are subject to CEQA.

- **Public Utility Exception Revision** –The ordinance updates Exceptions Chapter 18.120 clarifying that public utilities are only those uses which are exempted from local zoning regulations under State Law, and therefore not subject to a use permit. Presently the Exceptions Chapter lists "other public utility uses" as a use requiring a use permit in any zoning district.

  This component of the ordinance directly relates to the previous provisions noted above. The term "other public utilities" will be eliminated from the County Code. Consequently, power generation facilities will only be permissible if they meet the requirements for commercial renewable power generations facilities, or if they are exempt from County review under State Law as a bona fide public utility or government agency (in which case CEQA compliance would be the responsibility of the State agency overseeing the project, or the government entity conducting the project).

- **Emergency Power Generators** – Since the 2017 wildfires there has been a significant increase in the number of property owners seeking building permits for permanent emergency power generators at their homes, businesses, or agricultural uses. The County has issued these permits under existing code provisions for accessory uses (Definitions Chapter 18.08, and Additional Zoning Regulations Chapter 18.104), but has otherwise relied on uncodified administrative practices in absence specific language in the Zoning Code. This ordinance identifies that emergency power generators are allowed as an accessory use in all zoning districts provided that they are designed to meet onsite power needs (not sell power into the grid), and are subject to County Code requirements for noise, setbacks and environmental compliance.

  In the same manner as applicable to accessory renewable energy systems, the purpose of codifying existing practices for emergency power generators is to apply a set clear of uniform and objective standards to ensure that emergency generators function in a manner that is clearly subordinate to the primary use, and otherwise limited in scope.

IV. NO EXCEPTIONS TO EXEMPTIONS WOULD APPLY

The ordinance updates would not have any significant, adverse effects on the environment, and none of the CEQA Guidelines' exceptions apply. The Class 4, Class 5, Class 7, Class 8 have exceptions, and do not apply, where (1) significant cumulative impacts from projects of the same type will result; or (2)

there is a reasonable possibility of a significant impact on the environment due to unusual circumstances. (14 CCR, § 15300.2(b) & (c).) In addition, Class 4 and Class 5 Exemptions cannot apply where the activity in question is ordinarily insignificant, but would be located in a particularly sensitive environment and thus have the potential for a significant impact. (14 CCR, § 15300.2(a).)

With respect to cumulative impacts, the ordinance updates are Countywide regulations that govern all unincorporated lands. There are no similar regulations being proposed in the County, including within its five incorporated municipalities that would cumulate with the proposed project. With respect to possible significant environmental impacts due to unusual circumstances, substantial evidence exists to support a finding that no unusual circumstances exist, and such a finding would be given deference if challenged.

V. FACTS SUPPORTING USE OF THE COMMON SENSE EXEMPTION

In support of the Common Sense Exemption's applicability, and to address concerns by various stakeholders in the community, we have considered impacts of the ordinance updates on agricultural and residential lands. Again, the Common Sense Exemption applies if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (14 CCR, § 15061(b)(3).)

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4417
Fax: (707) 253-4336

Brian D. Bordona
Director

To:	Planning Commission	From:	Emily Hedge, Planner III

Date:	February 20, 2026	Re:	P19-00121 Hagafen Cellars Winery Use Permit Major Modification Categorical Exemption Determination 4160 Silverado Trail, Napa Assessor's Parcel Number 039-130-002

Background

Pursuant to Section 303 of Napa County's Local Procedures for Implementing the California Quality Act (CEQA), the Planning Division has prepared this environmental evaluation for the proposed Hagafen Cellars Major Modification Application (File No. P19-00121).

CEQA Baseline

The general rule under CEQA is that the environmental baseline must reflect the physical conditions existing at the time the environmental analysis begins, even if the current condition includes unauthorized and even environmentally harmful conditions that never received, and, as a result of being incorporated into the baseline, may never receive environmental review (CEQA Guidelines Section 15125). How present conditions come to exist may interest enforcement agencies, but that is irrelevant to CEQA baseline determinations. A long line of appellate cases hold that the actual environmental conditions existing at the time of CEQA analysis is the proper baseline, even when the actual conditions are in violation of current regulatory provisions or were not subject to previous CEQA (*Center for Biological Diversity v. California Department of Fish & Wildlife* (2105) 234 Cal. App. 4th 214).

This application was submitted to participate in the County's Code Compliance Program (Compliance Program) as described in Resolution No. 2018-164 adopted by the Napa County Board of Supervisors on December 4, 2018. Under the Compliance Program, property owners could apply for a modification to their permit to voluntarily remedy existing violations and could continue to operate at existing (unpermitted) levels while the application was being processed. For applicants who were unclear as to the scope of their existing entitlements, the Compliance Program also allowed property owners to first submit a request for a Status Determination to document their existing property rights and then to participate in the Compliance Program if it was determined they were out of compliance. The Program had a submittal deadline of March 29, 2019, at 2:00 p.m. for submittal of either an application for a modification to an existing permit or a request for a Status Determination. Going forward, any applicants operating out of compliance with their use permit will be required to operate within their

entitled operations for one year to "reset" the CEQA baseline before their application will be considered by the Planning Commission. This "reset" allows the CEQA baseline to be the authorized/permitted, not unpermitted levels of operations.

On March 27, 2019, the applicant submitted a Major Modification P19-00121, meeting the Compliance Program's submittal deadline. Because the Major Modification was submitted prior to the submittal deadline, the winery's existing, unpermitted operations were used as the environmental baseline for the CEQA analysis consistent with the CEQA Guidelines and caselaw.

The Project

The Napa County Planning Division has received a request for a Use Permit Major Modification for Hagafen Cellars winery, established under Use Permit No. 97219-UP, for a 50,000 gallon per year winery with by-appointment tastings. This application was submitted under the Compliance Program and requests the following:

1. Components Necessary to Remedy Existing Violations (Based on 2018 records):
    a. Recognition of days of operation Monday through Sunday. The winery is currently authorized for operations Monday through Friday and Sunday;
    b. Recognition of a maximum of 60 visitors per day with a maximum of 311 visitors per week, not to exceed an annual total of 9,719 visitors. The winery is currently authorized for 25 visitors per day (six days per week) with up to 150 visitors per week for an annual total of 7,825 visitors;
    c. Recognition of retail sales occurring Monday through Sunday. The winery is currently permitted for retail sales Monday through Thursday and Sunday;
    d. Recognition of use of an approximately 720-square-foot storage room in the winery building. The room was not delineated on the original winery Use Permit plans;
    e. Widening the existing driveway to meet Napa County Road and Street Standards;
    f. Revise COA No. 2 of Permit No. 99477 to remove the requirement for mailing notice of events to identified individuals;
    g. Revise COA No. 3 of Permit No. 99477 to remove the requirement for submitting an annual report of daily visitation counts;
    h. Remove COA No.15 of Permit No. 99477 requiring submittal of an annual report of grape source data;
    i. Remove COA No.16 of Permit No. 99477 requiring submittal of an annual statement certifying compliance with grape sourcing requirements; and
    j. Revise COA No. 21 of Permit No. 99477 to remove the requirement for submitting an annual report of the number of gallons of wine produced during the year.

Existing Setting

The project is located at 4160 Silverado Trail, Napa, approximately one half (1/2) mile north of the intersection of Silverado Trail and Soda Canyon Road. The property is zoned Agricultural Preserve (AP) and is designated Agricultural Resource (AR) by the Napa County General Plan.

The property is accessed via a driveway off Silverado Trail, which runs along the entirety of the western property line. The property is currently developed with an approximately 4,500 square-foot

winery building, an approximately 360 square foot tasting room building, a covered outdoor work area, an uncovered outdoor work area, and associated site improvements including driveway, parking areas, and wastewater system. There are approximately 10 acres of vineyards and a single-family residence. Properties in the vicinity of the project site include vineyards, undeveloped parcels, and residences. Many parcels to the east suffered damage to residences and structures in the 2017 Atlas fire.

Past Approvals:
On December 2, 1998, the Planning Commission approved Use Permit #97219-UP to establish a 50,000 gallon per year winery with by-appointment visitation and a marketing plan. Development included an approximately 6,800 square foot winery, consisting of a 4,500 s.f. main winery building with an attached, covered outdoor work area, an approximately 360 s.f. tasting room building, and an uncovered work area.

The use permit approval and the conditions of approval requiring a left turn lane were individually appealed by a neighbor. On March 23, 1999, the Board of Supervisors heard the appeal regarding the use permit and denied the appeal, upholding the Planning Commission's approval of the use permit, subject to revised conditions of approval. Following the Board's decision, the neighbor filed a petition with the Napa Superior Court and then appealed the Court's decision to the Court of Appeals. At that time the owner, neighbor, and County ultimately reached a Stipulation for Settlement. On May 9, 2000, the Board of Supervisors ratified the Stipulation. The provisions of the Stipulation were to be incorporated into the project record through the approval of a use permit modification.

On June 16, 2000, the Zoning Administrator approved minor modification #99477-MOD, which incorporated the provisions of the Stipulation into the formal record of the Planning Department, revising the previously approved Conditions of Approval of Use Permit #97219-UP. Upon approval of the modification the court case and appeals were withdrawn.

On May 10, 2018, the Director approved very minor modification P18-00081-VMM to allow reconstruction of the outdoor trellises that were destroyed in a wildfire, replacement of landscaping destroyed in a wildfire, on-premises consumption, and removal of previous conditions of approval related to custom crush.

Level of Operations - The applicant is not requesting expansions to the levels of current operations, based on the 2018 records. The winery is currently authorized for 25 visitors per day (six days per week) with up to 150 visitors per week for an annual total of 7,825 visitors. The request for recognition of visitation levels is a maximum of 60 visitors per day with a maximum of 311 visitors per week, not to exceed an annual total of 9,719 visitors. The original Use Permit approved winery operations on Monday through Friday and on Sunday (not open on Saturday), with retail sales available Monday through Thursday and Sunday (not available on Friday and Saturday). The request for recognition is to permit the winery to operate and offer retails sales Monday through Sunday. There are no requested changes to the authorized levels of production, employees, or marketing events. Therefore, the project would not result in additional traffic trips, generation of more wastewater, or use of additional groundwater.

An approximately 720-square foot room within the winery building was not delineated on the original winery Use Permit plans, so it wasn't included in the areas for use by the winery. The applicant requests to continue to utilize this space for storage. The storage room is existing, so no new construction would occur. The continued use of the room would not expand the current level of operation.

The operational components of the project would not exceed the environmental baseline (2018 operations) as determined for the analysis under CEQA, and therefore continued operations would not result in an environmental impact.

Physical Improvements - The proposed physical improvements are limited to an expansion of the existing driveway. The driveway will be widened by approximately 4 feet along the main entry, requiring removal of existing olive trees and potentially vineyard rows adjacent to the driveway. Minor expansions to portions of the driveway that loops around the winery building will meet standards for safe access for employees, visitors, and emergency vehicles. The improvements will occur on areas of the site that have previously been disturbed by landscaping, vineyards, and grading for winery development.

Revisions to Existing Conditions – The request to modify conditions of approval removes the requirement for annual reporting of daily visitation counts, grape source data, and production, and the requirement to notice a specific list of individuals prior to winery events. Removal of reporting requirements would not result in an environmental impact.

CEQA Exemption Criteria and Analysis

Article 19 of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) establishes a list of classes of projects that are categorically exempt from the provisions of CEQA. Based on the proposed project as described above, the project meets the criteria for eligibility as Categorically Exemption from CEQA under the following Classes: Class 1 ("Existing Facilities") and Class 4 ("Minor Alterations to Land") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and §15304.

Under CEQA Guidelines Section 15300.2, Categorical Exemption Class 4 cannot be used if the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. According to the County's resource maps, there are no scenic resources, hazardous waste sites, or historic resources identified on the site.

As noted above, the Use Permit Major Modification application requests recognition of existing days of operation, existing days allowing retail sales, and levels of visitation, that have been occurring beyond their current entitlements. No intensification of these activities is requested as part of this application. Additionally, there are no requested changes to the authorized levels of production, employees, or marketing events. Therefore, the project would not result in additional traffic trips, generation of more wastewater, use of additional groundwater, or use or consumption of additional resources.

Additionally, the application requests continued use of the existing 720-square foot storage room within the winery building. No new construction or physical improvements are required for continued use. The request to remove reporting requirements is not an action that would result in environmental impacts.

The proposed improvements to the existing driveway are required to comply with the Napa County Road and Street Standards. The improvements will occur on areas of the site with less than 10 percent slopes that have previously been disturbed through planting landscaping and vineyards and grading for winery development of the driveway loop around the winery building and outdoor work areas.

Based on the proposed locations of physical improvements, the project would not result in substantial effects to officially mapped or designated environmentally sensitive areas or resources. No grading would occur in a waterway, in any wetland, in any officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazards such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist. The project will not have a cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, and will not cause substantial adverse change in the significance of a historical resource. Based on the information provided above, the Major Modification application request meets the criteria for eligibility as Categorically Exempt from CEQA under Classes 1 and 4.

Public Trust

The public trust doctrine (Doctrine) requires the state and its legal subdivisions to "consider," give "due regard," and "take the public trust into account" when considering actions that may adversely affect a navigable waterway. (Environmental Law Foundation v. State Water Resources Control Bd.; San Francisco Baykeeper, Inc. v. State Lands Com.) There is no "procedural matrix" governing how an agency should consider public trust uses. (Citizens for East Shore Parks v. State Lands Com.) Rather, the level of analysis "begins and ends with whether the challenged activity harms a navigable waterway and thereby violates the public trust." (Environmental Law Foundation, 26 Cal.App.5th at p. 403.). As demonstrated in the Environmental Law Foundation vs State Water Resources Control Board Third District Appellate Court Case, that arose in the context of a lawsuit over Siskiyou County's obligation in administering groundwater well permits and management program with respect to Scott River, a navigable waterway (considered a public trust resource), the court affirmed that the public trust doctrine is relevant to extractions of groundwater that adversely impact a navigable waterway and that Counties are obligated to consider the doctrine, irrespective of the enactment of the Sustainable Groundwater Management Act (SGMA).

On January 10, 2024, Napa County released a Tier III Water Availability Analysis guidance memorandum, providing guidance for complying with Public Trust. A Tier III review or equivalent analysis is the County's adopted method for complying with its duties under the Doctrine. The project Water Availability Analysis (WAA), dated December 4, 2025, by O'Connor Environmental Inc., includes a Tier III equivalent analysis for potential impacts to Soda Creek. The project hydrogeologist

concludes that the project well meets the standards specified in the County's WAA Guidance document to demonstrate that continued use of the well at existing operations would be expected to preclude significant adverse effects on surface waters. The operational pumping rate of the project well shall be reduced and restricted to no more than 17 gallons per minute (where no limitation previously existed). Additionally, a ground water management condition of approval will be included with imposed metering on the project well, monitoring and reporting of groundwater use (at the County's request), and the County's ability to recommend additional measures or revoke the use permit in the future if substantial evidence exists that the Project substantially affects the groundwater basin. These project components and conditions of approval provide even greater protection, further reduce any alleged harm, and align with the requirements of the 2024 Water Memo. The County has satisfied its duty.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1544

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Senior Legislative & Policy Advocate

SUBJECT: Assembly Bill 1383

RECOMMENDATION

Approve transmission of an "Oppose Unless Amended" position to the passage of Assembly Bill 1383 based upon the recommendation of the County's Pension, OPEB, and Section 115 Trust Advisory Committee.

BACKGROUND

CalPERS

The Public Employees' Retirement Law governs defined retirement benefits, pension costs, and employer contributions for public employees and establishes the Public Employees' Retirement System (PERS) to provide a defined benefit based on final compensation, credited service, and retirement age. The California Public Employees' Pension Reform Act (PEPRA) made changes to such pension plans and took effect on January 1, 2013.

AB 1383

Assemblymember Tina McKinnor (D-Inglewood) this year authored Assembly Bill (AB) 1383, which makes several changes to PEPRA.

In current form (reflecting amendments from July 1, 2026), AB 1383 does three things:

1. Lowers the retirement age for firefighters and police officers from 57 to 55;

2. Introduces new pension compensation formulas (known as the McKinnor formulas); and

3. Increases the maximum compensation cap for both non-safety and safety members, with the net effect of raising pensions for those employees who are above existing PEPRA caps.

The new formulas provide for either 2%, 2.5%, 2.7%, or an optional 3% of maximum compensation at age 55. The bill raises the maximum compensation cap, with the effect of increasing pension compensation for employees whose compensation is above existing PEPRA caps. Specifically, the bill resets the existing PEPRA bases to new McKinnor PEPRA bases. The CalPERS pensionable compensation limit for PEPRA members for the 2025 calendar year is currently $155,081 for social security participants and $186,096 for non-social security participants. In contrast, the limit for classic members is $350,000. This bill would increase the pensionable compensation limit for PEPRA members. The comparable limits for 2026, according to CalPERS, would be $184,000 for social security participants and $249,075 for non-social security participants under the proposed bill. Increasing the compensation cap ultimately increases the future retirement benefit for PEPRA members who earn in excess of the existing cap.

Statewide, CalPERS estimates that imposing the 2%, 2.5%, and 2.7% formulas and new maximum compensation cap would raise the system's normal cost by $282 million annually. The 3% formula is bargainable, and CalPERS estimates that it would raise the system's normal cost by $353 million annually, meaning the optional 3% formula is roughly 25% more expensive than the other three formulas.

AB 1383 additionally may amend the employer-employee defined benefit contribution cost sharing provisions, currently split evenly between employer and employee, for new safety employees, though the bill is unclear as to whether employees are subject to the cost sharing provisions after the bill goes into effect.

Impact to Napa County of Passage of AB 1383

Napa County maintains a Pension, OPEB, and Section 115 Trust Advisory Committee ("Committee") which meets from time to time to consider the organization's pension costs and liabilities and expected future impacts thereto. The Committee is composed of the CEO, Assistant CEO, the Chief Human Resources Officer, the County Counsel, the Treasurer-Tax Collector, and the Auditor-Controller. In response to the proposals contained in AB 1383, staff convened a meeting of the Committee, minutes of which are attached to this item. The Committee carefully considered the impact of the legislation to Napa County's future fiscal position. Because Napa County struggles to recruit public safety personnel, the Committee concluded that offering the optional 3% option would likely be necessary to maintain a competitive position relative to other, more populated counties. The Senate Committee on Labor, Public Employment and Retirement conservatively estimates that the use of the fourth formula would add roughly $1 million in contributions over the retirement period of a safety employee. While Napa County's pension obligations are presently well-managed, the Committee found that these new obligations would substantially increase annual normal costs. With local revenues relatively flat, the Committee concluded that the new obligations would put the County in a significantly more difficult financial position to start each year that could adversely impact the organization's ability to provide mandated services funded by local revenues.

Thus, the Committee voted to recommend an "Oppose Unless Amended" position to the Board of Supervisors.

The bill is not within the Board's approved Legislative & Regulatory Platform, and full public consideration by

the Board of the bill is required.

Requested Amendments

From a policy perspective, the Committee found that AB 1383's proposed change to a retirement age of 55 is a net positive for the County's fiscal position, as it reduces the number of safety employees who remain in the work force past the age of 55 because their pension does not provide for a livable retirement. There is a significant risk to the County of increased disability claims from this population, and reducing the retirement age serves to reduce this risk.

However, the increases to the PEPRA base and safety member premium, as well as the uncertainty about cost sharing, present substantial and unknown increased annual costs for the County moving forward. The Committee recommends amendments removing the increases and clarifying that new PEPRA safety members continue to be subject to an even split of normal cost sharing provisions with employers.

Requested action: Approve transmission of an "Oppose Unless Amended" position to the passage of AB 1383 as outlined above.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action will allow staff to advocate against the passage of AB 1383 through the California Legislature and submit a veto request to the Governor should the measure pass.
Consequences if not approved:	Staff will not transmit any position letters in opposition to AB 1383, nor will staff substantively engage with policymakers on the bill or its impact to the County of Napa's fiscal position.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15379 (State CEQA Guidelines) and therefore CEQA is not applicable.

MINUTES

PENSION, OPEB, & SECTION 115 TRUST ADVISORY COMMITTEE
OF THE
COUNTY OF NAPA, CALIFORNIA

Committee Members:
Ryan J. Alsop, Chief Executive Officer, Chair
Jennifer Palmer, Assistant Chief Executive Officer, Vice Chair
Christine Briceño, Chief Human Resources Officer
Sheryl Bratton, County Counsel
Bob Minahen, Treasurer-Tax Collector
Tracy Schulze, Auditor-Controller

2:00 PM, Tuesday, August 4, 2026

1195 THIRD STREET, NAPA, CALIFORNIA

1. CALL TO ORDER; ROLL CALL

Assistant CEO Jennifer Palmer called the meeting to order. Assistant CEO, Chief Human Resources Officer, County Counsel, Treasurer-Tax Collector, and Auditor Controller reported as present at roll call. The County's Chief Budget Officer was also present and participated but not as a voting member.

2. CONSIDERATION OF STATE LEGISLATION/ISSUES

Senior Legislative & Policy Advocate Andrew Mize provided background on Assembly Bill 1383 (Asm. McKinnor, D-Inglewood) and requested a discussion of the impact of the bill to the County of Napa's overall fiscal position.

The Committee first held a substantive discussion of the bill's provisions. The Committee then discussed the impact of the bill to the County.
As to the bill, the Committee found that the decrease in retirement age to 55 would likely be a net positive impact to the County's fiscal obligations, as fewer safety employees would be forced to remain employed because their pre-age 57 pension does not provide for a livable retirement, a period during which there is an increased likelihood that safety employees accrue disability claims. The Committee next found that Napa County has difficulty recruiting public safety employees, and further found that use of the optional 3% formula would likely be necessary to maintain a competitive recruitment posture, but that such an advantage would be temporally limited as other counties adopted the formula.

The Committee next discussed the fiscal impact of use of the 3% formula. The Committee found that the formula would likely increase the organization's ongoing normal costs by a substantial margin, but was unable to estimate the likely impact due to uncertainty in the bill about normal cost share requirements for new PEPRA safety members.

The Committee discussed the sustainability of this increased contribution liability and found that the increase had a substantial likelihood of putting the high-quality and timely delivery of other mandated services funded by its General Fund at risk.

The Committee concluded that the provision lowering the retirement age is a net positive for the County, but that the increases to the PEPRA base and safety member premium, as well as the uncertainty about cost sharing, present substantial and unknown increased annual costs for the County moving forward. The Committee recommended that the uncertainty about cost sharing be amended to clarify that the statutory 50/50 cost split applies to new PEPRA safety members and the increases be removed from the bill.

Motion to recommend a position of "Oppose Unless Amended" to the Board made by the Treasurer-Tax Collector, seconded by the Chief Human Resources Officer. Vote held, and motion passed unanimously.

3. FUTURE AGENDA ITEMS

None.

4. ADJOURNMENT

Assistant CEO Jennifer Palmer adjourned the meeting.

ADJOURN TO THE NEXT MEETING OF THE PENSION, OPEB, & SECTION 115 TRUST ADVISORY COMMITTEE.

s/ Andrew M. Mize (by electronic signature)
ANDREW M. MIZE
Senior Legislative & Policy Advocate

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1373

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Existing Litigation (Government Code Section 54956.9(d)(1))(2 Cases)

RECOMMENDATION

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(3 Cases)

1. Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111, A176066

2. Name of Case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256

3. Name of Case: JMK-A LLC, JMC-B LLC, and JMK-C LLC v. County of Napa and Tracy A. Schulze; Napa County Superior Court Case No. 24CV001267

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1428

TO: Napa County Groundwater Sustainability Agency

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Levy and Collection of Fees for Fiscal Year 2026-27 for the Groundwater Sustainability Agency.

RECOMMENDATION

Adopt a Resolution of the Napa County Groundwater Sustainability Agency temporarily reducing fees for Fiscal Year 2026-27 and authorizing levy and collection of the fees on property tax bills. (Fiscal Impact: $752,350 Revenue; Groundwater Sustainability Agency Fund; Budgeted; Discretionary)

BACKGROUND

On December 9, 2025, the Board of Directors of the Napa County Groundwater Sustainability Agency (NCGSA) adopted Resolution 2025-05, establishing a Groundwater Sustainability Fee (Fee) in the Napa Valley Subbasin, as authorized by California Water Code § 10730, to support implementation of the Groundwater Sustainability Plan (GSP). The Fee methodology is documented in the Napa County Groundwater Sustainability Agency Rate and Fee Study (Fee Study), prepared by SCI Consulting Group (SCI)

The Fee Study apportions costs to three groundwater user classes based on the average percentage of pumping within each user class from 2019 to 2024: 1) agricultural groundwater users, 2) self-supplied groundwater users (largely domestic groundwater users), and 3) public water system (PWS) groundwater users. Costs are designated as either “Common Costs,” which provide benefit broadly to all groundwater users, or “Applied Groundwater Use Costs,” which provide a heightened benefit to agricultural and water system groundwater users. The Fee Study demonstrates that the Fee is not a tax, that the amount charged is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated bears a fair and reasonable relationship to each payor’s burdens on, or benefits received from, the governmental activity.

The Fee Study established the following rates by user class:

User Class / Charge Type	Rate	Basis
Agricultural User Base Rate	$38.58	per planted acre

Agricultural User Additional Rate	$60.16	per GW-irrigated acre
Agricultural User Combined Rate	$98.74	per planted acre (total)
Self-Supplied User Rate	$62.58	per parcel
Public Water System User Rate	$129.87	per AF

Following adoption of Resolution 2025-05, staff conducted direct outreach to groundwater users and worked with the Assessor's office to refine planted acreage, groundwater-irrigated acreage, and self-supplied parcel identification on a parcel scale in preparation for the Fiscal Year 2026-27 levy.

Fiscal Year 2026-27 Fee Rates

On June 23, 2026, the Board approved contributing $750,000 from NCGSA's fund balance to reduce the Fee rates for Fiscal Year 2026-27. This contribution reduces the revenue requirement allocated to all user classes and lowers the rates charged in the first year of the Fee program, providing financial relief to groundwater users while maintaining full funding for GSP implementation. The proposed Fiscal Year 2026-27 fees are significantly less than the Fees established in the Fee Study and will be temporarily set as follows:

User Class / Charge Type	Rate	Basis
Agricultural User Base Rate	$17.53	per planted acre
Agricultural User Additional Rate	$26.91	per GW-irrigated acre
Agricultural User Combined Rate	$44.44	per planted acre (total)
Self-Supplied User Rate	$28.17	per parcel
Public Water System User Rate	$58.47	per AF

For Fiscal Year 2027-28, the Fees will revert to the fees approved in Resolution 2025-05 and be adjusted based on the change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers (CPI-U), measured each December of the preceding calendar year, not to exceed 4% per year. However, staff may recommend reductions for Fiscal Year 2027-28 and subsequent fiscal years based on information they receive from groundwater users, unexpended funds that can be carried over to subsequent fiscal years, and other sources of funding, if any. The Board will review the Fee annually during the budget process and will perform a comprehensive review of the Fee and its methodology at least every five years.

Collection

Upon adoption, the Natural Resources Conservation Manager will file a copy of the Resolution with the County Auditor, and the Auditor will enter the Fee on the County assessment roll opposite each lot or parcel of land as shown in the levy roll. The Fee will be collected at the same time and in the same manner as County taxes, with due dates in December 2026 and April 2027. The levy roll is included with this item and will be kept on file with the Natural Resources Conservation Manager. The levy roll contains a list of parcels and the amount of the fee to be collected for each parcel.

Staff Recommendation and Next Steps

Staff recommend the NCGSA adopt the Resolution establishing the Fees for Fiscal Year 2026-27. Following adoption, staff will file a copy of the Resolution and submit the levy roll to the Auditor-Controller for placement on the Fiscal Year 2026-27 tax roll.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Groundwater Special Revenue Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Provides a source of non-General Fund funding
Is the general fund affected?	Yes
Future fiscal impact:	Analysis of future fiscal impact is pending
Consequences if not approved:	Rates would not reflect contribution from fund balance and the GSA would continue to receive support from current funding sources.
Additional Information:	Strategic Initiative: Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable.14 CCR 15061(b)(3)]

RESOLUTION NO. 2026-_____ (NCGSA)

RESOLUTION OF THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY TEMPORARILY REDUCING THE NAPA VALLEY SUBBASIN GSA GROUNDWATER SUSTAINABILITY FEES FOR FISCAL YEAR 2026-27 AND AUTHORIZING LEVY AND COLLECTION OF THE FEES AS A NON-TAX ITEM ON PROPERTY TAX BILLS

RECITALS

WHEREAS, on December 9, 2025, the Board of Directors of the Napa County Groundwater Sustainability Agency (NCGSA) adopted Resolution No. 2025-05, establishing and adopting a Groundwater Sustainability Fee ("Fee") in the Napa Valley Subbasin, as authorized by California Water Code section 10730, to support implementation of the Groundwater Sustainability Plan (GSP); and

WHEREAS, the Fees adopted by the Board of Directors in Resolution No. 2025-05 are based on the Napa County Groundwater Sustainability Agency Rate and Fee Study ("Fee Study"), which provides for different rates based on user class and type of charge as follows:

User Class / Charge Type	Rate	Basis
Agricultural User Base Rate	$38.58	per planted acre
Agricultural User Additional Rate	$60.16	per GW-irrigated acre
Agricultural User Combined Rate	$98.74	per planted acre (total)
Self-Supplied User Rate	$62.58	per parcel
Public Water System User Rate	$129.87	per AF

WHEREAS, on June 23, 2026, during a public hearing on the budget for the NCGSA, the Board of Directors directed that $750,000 from the NCGSA's fund balance be used to reduce the Fees for Fiscal Year 2026-27; and

WHEREAS, groundwater fees may be collected in the same manner as ad valorem property taxes if approved by resolution of the groundwater sustainability agency pursuant to Water Code section 10730(d); and

WHEREAS, the Board of Directors desires that the Fees be collected on the property tax bills to avoid the additional administrative burden and cost of establishing a separate billing system for groundwater fees;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Napa County Groundwater Sustainability Agency as follows:

1. The Board of Directors finds that the facts set forth in the above Recitals are true and correct and establish the factual basis for the adoption of this Resolution.

2. The Fees are hereby temporarily reduced from the amounts established in Resolution No. 2025-05 and adopted by user class as follows only for Fiscal Year 2026–27:

User Class / Charge Type	Rate	Basis
Agricultural User Base Rate	$17.53	per planted acre
Agricultural User Additional Rate	$26.91	per GW-irrigated acre
Agricultural User Combined Rate	$44.44	per planted acre (total)
Self-Supplied User Rate	$28.17	per parcel
Public Water System User Rate	$58.47	per AF

3. In accordance with Water Code section 10730(d), Fees levied pursuant to this Resolution shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, and shall thereafter be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes. The list of parcels and the amount to be collected for each parcel is set forth in Exhibit A, which is incorporated herein by reference, subject to adjustment as the County's Natural Resources Manager reviews and processes requests for exemptions, waivers or changes in user class from property owners.

4. The Natural Resources Manager is hereby authorized and directed to file a copy of this resolution with the Napa County Auditor-Controller.

5. The Executive Officer and Legal Counsel of the Napa County GSA are hereby authorized and directed to take such other and further steps as may be necessary or appropriate to implement the intent and purpose of this Resolution.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County GSA Board of Directors, State of California, at a regular meeting of the Board held on the 11th day of August, 2026 by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

_____
AMBER MANFREE, Chair of the
Napa County Groundwater Sustainability
Agency Board of Directors

APPROVED AS TO FORM Office of County Counsel By: ***Chris R.Y. Apallas*** Date: August 4, 2026	APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT A

LIST OF PARCELS AND FEES

(provided as a separate document)

Napa County GSA - Groundwater Sustainability Fee
FY 2026-27

Groundwater Sustainability Fee
FY 2026-27

Parcel	Annual Fee
007-011-001-000	$114.20
007-027-002-000	$2,436.20
007-027-004-000	$284.86
007-038-001-000	$88.88
007-038-003-000	$28.16
007-038-004-000	$28.16
007-038-005-000	$28.16
007-038-006-000	$28.16
007-038-009-000	$28.16
007-038-010-000	$28.16
007-038-011-000	$28.16
009-010-022-000	$3,742.74
009-010-025-000	$175.26
009-010-026-000	$583.66
009-010-028-000	$48.00
009-010-029-000	$40.88
009-020-019-000	$605.88
009-020-020-000	$177.76
009-030-002-000	$431.06
009-030-003-000	$204.42
009-030-004-000	$266.64
009-030-022-000	$644.38
009-030-036-000	$1,230.98
009-030-040-000	$186.64
009-030-041-000	$229.74
009-030-051-000	$101.94
009-030-054-000	$28.16
009-030-057-000	$263.52
009-030-060-000	$28.16
009-030-062-000	$440.84
009-030-063-000	$22.22
009-050-007-000	$33.76
009-050-008-000	$40.88
009-050-009-000	$264.42
009-070-003-000	$262.20
009-070-011-000	$810.14
009-070-017-000	$28.16
009-070-019-000	$117.04
009-070-020-000	$254.80
009-070-029-000	$266.64
009-070-030-000	$212.24
009-070-040-000	$595.04
009-070-046-000	$222.36
009-070-047-000	$88.88
009-100-025-000	$66.66
009-100-030-000	$42.22
009-120-035-000	$28.16
009-120-038-000	$248.14
009-120-039-000	$883.02
009-120-059-000	$857.24
009-120-060-000	$954.12
009-120-062-000	$423.24
009-120-064-000	$622.78
009-120-065-000	$5,427.62
009-120-066-000	$66.66
009-131-006-000	$28.16
009-131-009-000	$435.50
009-150-001-000	$457.72

Parcel	Annual Fee
009-180-034-000	$500.38
009-280-041-000	$450.62
009-350-001-000	$533.28
009-350-002-000	$66.66
009-350-005-000	$144.42
009-350-006-000	$152.86
009-350-017-000	$237.48
009-350-039-000	$170.38
009-350-040-000	$177.76
009-350-041-000	$177.76
009-350-043-000	$133.32
009-350-047-000	$406.18
009-350-048-000	$294.64
009-350-053-000	$310.18
009-350-054-000	$318.18
009-350-056-000	$461.06
009-350-057-000	$202.64
009-350-061-000	$511.06
009-350-062-000	$548.12
009-350-063-000	$524.84
009-362-026-000	$444.40
009-362-027-000	$222.20
009-391-010-000	$445.72
009-391-026-000	$1,173.22
009-391-031-000	$95.10
009-392-017-000	$231.98
009-441-023-000	$160.42
009-450-009-000	$28.16
009-460-001-000	$955.46
009-460-002-000	$28.16
009-460-003-000	$28.16
009-460-012-000	$186.38
009-460-013-000	$110.66
009-460-016-000	$139.54
009-460-021-000	$28.16
009-470-010-000	$222.20
009-470-019-000	$186.64
009-470-020-000	$162.64
009-470-022-000	$339.52
009-470-023-000	$177.76
009-470-025-000	$611.48
009-470-026-000	$318.62
009-560-007-000	$12.88
009-560-018-000	$44.44
009-560-019-000	$1,188.76
009-580-010-000	$864.36
009-580-012-000	$28.16
009-670-002-000	$971.90
009-670-017-000	$305.30
009-670-018-000	$66.66
009-722-010-000	$28.16
011-010-030-000	$511.06
011-010-049-000	$44.44
011-021-020-000	$28.74
011-050-020-000	$255.94
011-050-051-000	$111.98
011-050-052-000	$554.16
011-260-011-000	$606.60
011-260-021-000	$97.76
011-260-077-000	$44.44
011-260-078-000	$66.66
011-351-017-000	$44.52
011-351-018-000	$110.66
011-351-021-000	$44.44
011-351-026-000	$77.76
011-351-027-000	$21.04
011-351-028-000	$77.76
011-351-031-000	$88.88
011-351-032-000	$26.30
011-351-033-000	$88.88
011-351-037-000	$151.98
011-352-005-000	$133.32
011-352-006-000	$88.88
011-370-023-000	$105.76
011-390-004-000	$53.32
011-390-017-000	$66.66

Parcel	Annual Fee
011-390-028-000	$33.32
011-390-029-000	$31.10
011-390-036-000	$20.00
011-390-038-000	$106.66
011-390-039-000	$57.76
011-390-040-000	$112.88
011-390-041-000	$63.98
011-400-007-000	$77.76
011-410-013-000	$255.52
011-410-024-000	$88.88
011-523-009-000	$17.52
011-540-017-000	$208.86
017-110-045-000	$1,044.78
017-110-046-000	$78.38
017-120-016-000	$28.16
017-120-017-000	$28.16
017-120-024-000	$28.16
017-120-026-000	$520.38
017-120-034-000	$28.16
017-120-040-000	$28.16
017-120-041-000	$28.16
017-120-056-000	$28.16
017-130-003-000	$55.10
017-130-004-000	$497.72
017-130-006-000	$90.74
017-130-013-000	$28.16
017-130-016-000	$28.16
017-130-017-000	$28.16
017-130-018-000	$28.16
017-130-019-000	$648.10
017-130-020-000	$472.56
017-130-022-000	$28.16
017-130-023-000	$28.16
017-130-026-000	$45.06
017-130-031-000	$246.46
017-130-032-000	$51.36
017-130-035-000	$457.90
017-130-047-000	$357.78
017-130-050-000	$1,242.88
017-130-051-000	$385.46
017-130-053-000	$600.74
017-130-054-000	$485.22
017-130-055-000	$109.50
017-130-060-000	$991.00
017-130-061-000	$1,456.74
017-140-001-000	$183.70
017-140-002-000	$28.16
017-140-003-000	$1,329.64
017-140-006-000	$28.16
017-140-007-000	$605.88
017-140-008-000	$28.16
017-140-018-000	$28.16
017-140-021-000	$151.10
017-140-022-000	$28.16
017-140-023-000	$207.70
017-140-033-000	$28.16
017-140-034-000	$28.16
017-150-006-000	$139.54
017-150-007-000	$486.16
017-160-001-000	$296.08
017-160-002-000	$329.02
017-160-003-000	$468.12
017-160-012-000	$161.48
017-160-014-000	$28.16
017-160-015-000	$979.18
017-160-019-000	$28.16
017-160-021-000	$28.16
017-160-040-000	$66.66
017-160-041-000	$28.16
017-160-042-000	$28.16
017-160-046-000	$28.16
017-160-052-000	$864.52
017-160-053-000	$342.62
017-160-054-000	$28.16
017-160-058-000	$601.88
017-160-060-000	$153.04

Parcel	Annual Fee
017-160-063-000	$357.02
017-160-064-000	$162.82
017-160-065-000	$399.96
017-160-066-000	$399.96
017-170-001-000	$28.16
017-170-002-000	$28.16
017-170-005-000	$28.16
017-170-015-000	$28.16
017-170-019-000	$28.16
017-170-021-000	$28.16
017-170-024-000	$28.16
017-170-026-000	$28.16
017-180-023-000	$28.16
017-180-037-000	$28.16
017-200-006-000	$213.30
017-200-007-000	$28.16
017-200-016-000	$28.16
017-210-003-000	$28.16
017-210-010-000	$28.16
017-210-011-000	$28.16
017-210-012-000	$28.16
017-210-027-000	$523.22
017-210-029-000	$466.62
017-221-012-000	$140.86
017-222-001-000	$28.16
017-222-002-000	$28.16
017-222-005-000	$28.16
017-222-006-000	$101.50
017-222-014-000	$28.16
017-222-016-000	$625.82
017-222-017-000	$40.16
017-230-003-000	$185.82
017-230-017-000	$28.16
017-230-019-000	$702.14
017-230-020-000	$336.34
017-230-025-000	$28.16
017-230-026-000	$739.20
017-230-027-000	$298.18
017-230-028-000	$657.26
017-230-029-000	$331.32
017-230-044-000	$172.50
017-230-045-000	$133.34
017-240-007-000	$28.16
017-240-012-000	$28.16
017-240-015-000	$28.16
017-250-010-000	$28.16
017-250-013-000	$28.16
017-250-016-000	$28.16
017-250-017-000	$28.16
018-050-020-000	$506.62
020-010-039-000	$201.92
020-030-001-000	$28.16
020-030-002-000	$28.16
020-030-005-000	$28.16
020-030-007-000	$156.16
020-030-010-000	$28.16
020-030-012-000	$28.16
020-030-013-000	$28.16
020-030-014-000	$28.16
020-050-003-000	$94.82
020-120-014-000	$599.66
020-120-015-000	$347.40
020-150-004-000	$1,090.28
020-150-011-000	$149.82
020-150-017-000	$28.16
020-150-025-000	$28.16
020-150-028-000	$309.00
020-150-034-000	$291.00
020-150-042-000	$527.64
020-150-043-000	$287.44
020-150-046-000	$152.10
020-150-049-000	$979.46
020-150-050-000	$385.66
020-150-054-000	$396.30
020-150-055-000	$28.16
020-160-001-000	$28.16

Parcel	Annual Fee
020-160-002-000	$28.16
020-170-002-000	$28.16
020-170-006-000	$28.16
020-170-011-000	$28.16
020-180-013-000	$113.48
020-180-020-000	$28.16
020-180-031-000	$1,428.02
020-180-037-000	$915.18
020-180-043-000	$28.16
020-180-046-000	$565.44
020-180-059-000	$28.16
020-180-060-000	$2,023.34
020-180-061-000	$28.16
020-180-062-000	$28.16
020-180-064-000	$28.16
020-180-065-000	$28.16
020-210-003-000	$334.80
020-210-006-000	$192.78
020-210-016-000	$319.10
020-210-019-000	$177.76
020-210-020-000	$154.26
020-210-025-000	$206.82
020-230-008-000	$690.68
020-240-001-000	$572.12
020-240-008-000	$200.54
020-240-009-000	$239.40
020-240-011-000	$145.32
020-240-012-000	$9.46
020-240-013-000	$197.74
020-290-004-000	$28.16
020-290-005-000	$28.16
020-290-007-000	$28.16
020-310-001-000	$28.16
020-310-004-000	$82.38
020-310-005-000	$28.16
020-320-005-000	$28.16
020-320-010-000	$28.16
020-330-001-000	$28.16
020-330-004-000	$28.16
020-330-005-000	$28.16
020-330-006-000	$28.16
020-340-001-000	$329.68
020-340-002-000	$96.42
020-340-007-000	$1,459.14
020-340-011-000	$28.16
020-340-014-000	$187.56
020-340-018-000	$149.00
020-340-019-000	$29.92
020-340-020-000	$140.24
020-340-023-000	$28.16
020-340-024-000	$28.16
020-340-025-000	$28.16
020-340-027-000	$457.02
020-340-031-000	$178.82
020-350-002-000	$28.16
020-350-040-000	$292.86
020-350-044-000	$429.28
020-370-001-000	$207.70
020-370-005-000	$59.10
020-370-006-000	$533.90
020-370-007-000	$28.16
020-370-008-000	$28.16
020-370-023-000	$811.46
020-370-033-000	$433.28
020-370-036-000	$1,179.88
020-370-037-000	$199.98
020-370-038-000	$165.92
020-380-006-000	$28.16
020-380-009-000	$3,274.34
020-380-014-000	$2,428.60
020-380-015-000	$205.10
020-380-016-000	$1,862.92
020-380-017-000	$1,123.62
020-430-029-000	$28.16
020-430-030-000	$28.16
021-010-005-000	$1,234.72

Parcel	Annual Fee
021-010-006-000	$1,654.50
021-010-036-000	$16.64
021-010-071-000	$460.34
021-010-072-000	$204.04
021-010-073-000	$134.62
021-020-005-000	$183.70
021-020-010-000	$28.16
021-020-011-000	$28.16
021-020-012-000	$28.16
021-020-014-000	$28.16
021-030-009-000	$77.04
021-030-010-000	$70.38
021-030-022-000	$28.16
021-030-023-000	$28.16
021-030-024-000	$28.16
021-030-025-000	$28.16
021-030-027-000	$114.38
021-030-028-000	$28.16
021-030-035-000	$81.50
021-030-036-000	$28.16
021-030-039-000	$28.16
021-030-048-000	$28.16
021-030-049-000	$101.94
021-030-050-000	$28.16
021-030-052-000	$28.16
021-030-053-000	$28.16
021-030-055-000	$28.16
021-030-056-000	$28.16
021-030-057-000	$59.10
021-030-058-000	$50.38
021-030-059-000	$425.28
021-030-060-000	$250.36
021-040-014-000	$382.18
021-040-016-000	$108.16
021-040-017-000	$199.26
021-040-019-000	$505.28
021-040-020-000	$28.16
021-040-023-000	$1,483.58
021-072-045-000	$802.76
021-110-008-000	$373.30
021-110-010-000	$465.72
021-110-011-000	$28.16
021-200-001-000	$391.24
021-200-002-000	$529.44
021-200-009-000	$175.98
021-200-018-000	$343.24
021-200-019-000	$28.16
021-230-004-000	$28.16
021-230-006-000	$28.16
021-230-007-000	$28.16
021-230-016-000	$28.16
021-230-017-000	$28.16
021-230-026-000	$28.16
021-230-027-000	$28.16
021-230-029-000	$28.16
021-230-030-000	$28.16
021-230-031-000	$28.16
021-240-002-000	$28.16
021-240-005-000	$28.16
021-240-006-000	$28.16
021-240-007-000	$28.16
021-240-011-000	$28.16
021-240-012-000	$28.16
021-240-014-000	$28.16
021-240-015-000	$28.16
021-240-016-000	$28.16
021-240-020-000	$28.16
021-240-021-000	$28.16
021-240-022-000	$28.16
021-240-024-000	$28.16
021-240-025-000	$28.16
021-240-028-000	$28.16
021-240-034-000	$28.16
021-240-036-000	$28.16
021-240-037-000	$28.16
021-240-038-000	$28.16

Parcel	Annual Fee
021-250-011-000	$28.16
021-250-012-000	$28.16
021-250-013-000	$28.16
021-250-014-000	$28.16
021-250-020-000	$28.16
021-250-027-000	$28.16
021-250-028-000	$28.16
021-250-029-000	$28.16
021-260-002-000	$28.16
021-260-003-000	$28.16
021-260-005-000	$28.16
021-260-006-000	$28.16
021-260-008-000	$28.16
021-260-009-000	$28.16
021-260-010-000	$28.16
021-260-011-000	$28.16
021-260-014-000	$28.16
021-260-015-000	$28.16
021-260-017-000	$28.16
021-260-022-000	$28.16
021-341-009-000	$28.16
021-341-018-000	$28.16
021-351-001-000	$730.76
021-352-041-000	$101.04
021-353-003-000	$505.28
021-353-012-000	$929.68
021-353-013-000	$1,191.60
021-380-001-000	$28.16
021-380-003-000	$28.16
021-380-017-000	$28.16
021-380-020-000	$28.16
021-380-027-000	$28.16
021-390-001-000	$28.16
021-390-003-000	$28.16
022-010-003-000	$298.88
022-010-012-000	$518.78
022-010-013-000	$324.58
022-010-017-000	$403.24
022-010-022-000	$924.52
022-010-025-000	$549.44
022-010-029-000	$390.68
022-010-034-000	$405.74
022-010-035-000	$300.40
022-010-036-000	$61.94
022-010-039-000	$1,014.74
022-010-040-000	$395.68
022-010-041-000	$650.32
022-010-042-000	$650.32
022-030-002-000	$56.16
022-031-001-000	$759.92
022-032-011-000	$1,379.58
022-033-007-000	$231.40
022-033-008-000	$410.38
022-034-006-000	$2,253.10
022-040-003-000	$28.16
022-040-006-000	$28.16
022-040-009-000	$28.16
022-040-010-000	$28.16
022-040-011-000	$28.16
022-040-015-000	$28.16
022-050-013-000	$28.16
022-060-001-000	$304.58
022-060-003-000	$288.14
022-060-010-000	$90.38
022-060-012-000	$91.10
022-060-013-000	$190.20
022-060-014-000	$197.04
022-100-002-000	$348.84
022-100-003-000	$988.34
022-100-004-000	$705.70
022-100-005-000	$294.80
022-100-007-000	$1,339.14
022-100-008-000	$865.86
022-100-010-000	$477.90
022-100-011-000	$430.80
022-100-013-000	$688.82

Parcel	Annual Fee
022-100-023-000	$19.10
022-100-026-000	$374.62
022-100-027-000	$71.54
022-100-028-000	$41.50
022-100-029-000	$193.04
022-100-030-000	$1,654.66
022-100-033-000	$28.16
022-100-034-000	$44.44
022-110-001-000	$28.16
022-110-003-000	$202.36
022-110-004-000	$451.68
022-110-007-000	$28.16
022-110-017-000	$117.04
022-110-018-000	$28.16
022-110-019-000	$199.70
022-110-020-000	$118.82
022-120-002-000	$28.16
022-120-003-000	$105.94
022-130-003-000	$28.16
022-130-010-000	$201.92
022-130-011-000	$202.82
022-130-014-000	$213.04
022-130-023-000	$33.94
022-130-024-000	$124.16
022-130-025-000	$28.16
022-130-026-000	$232.58
022-200-003-000	$447.06
022-200-005-000	$232.42
022-200-013-000	$689.70
022-200-020-000	$340.84
022-200-024-000	$28.16
022-220-003-000	$112.16
022-220-018-000	$28.16
022-220-019-000	$66.66
022-220-020-000	$28.16
022-220-021-000	$234.36
022-220-022-000	$28.16
022-220-023-000	$277.74
022-220-024-000	$152.60
022-220-029-000	$28.16
022-220-030-000	$369.74
022-240-010-000	$89.50
022-240-011-000	$67.72
022-240-013-000	$255.26
022-240-014-000	$1,279.70
022-270-001-000	$28.16
022-270-002-000	$28.16
022-270-003-000	$28.16
022-270-004-000	$28.16
022-270-005-000	$28.16
022-270-008-000	$28.16
022-270-009-000	$250.36
022-270-012-000	$28.16
022-270-013-000	$28.16
022-270-014-000	$28.16
022-270-015-000	$103.72
022-270-016-000	$70.38
022-270-017-000	$28.16
022-270-018-000	$28.16
025-080-041-000	$73.04
025-090-001-000	$28.16
025-090-002-000	$28.16
025-090-003-000	$28.16
025-090-004-000	$28.16
025-090-005-000	$28.16
025-090-008-000	$28.16
025-090-009-000	$28.16
025-100-003-000	$28.16
025-100-004-000	$28.16
025-110-046-000	$28.16
025-110-049-000	$217.30
025-110-066-000	$2,090.18
025-120-001-000	$28.16
025-120-002-000	$28.16
025-120-007-000	$28.16
025-120-009-000	$28.16

Parcel	Annual Fee
025-150-002-000	$28.16
025-150-003-000	$28.16
025-150-004-000	$28.16
025-150-006-000	$28.16
025-150-008-000	$28.16
025-150-009-000	$28.16
025-150-010-000	$28.16
025-150-011-000	$28.16
025-150-014-000	$28.16
025-150-015-000	$104.42
025-300-022-000	$28.16
025-300-024-000	$28.16
025-300-051-000	$28.16
025-300-059-000	$28.16
025-300-060-000	$28.16
025-410-001-000	$43.82
025-410-002-000	$28.16
025-410-006-000	$365.02
027-100-002-000	$249.74
027-100-003-000	$595.04
027-100-004-000	$526.34
027-100-005-000	$758.32
027-100-012-000	$846.74
027-100-019-000	$180.60
027-100-020-000	$28.16
027-100-021-000	$28.16
027-100-022-000	$28.16
027-100-023-000	$28.16
027-100-034-000	$143.26
027-100-038-000	$742.58
027-100-039-000	$244.30
027-100-040-000	$523.22
027-100-043-000	$77.04
027-100-044-000	$48.88
027-100-046-000	$247.98
027-100-047-000	$200.42
027-110-004-000	$28.16
027-110-010-000	$799.92
027-120-006-000	$228.14
027-120-012-000	$83.72
027-120-016-000	$183.70
027-120-018-000	$355.52
027-120-020-000	$355.52
027-120-021-000	$114.66
027-120-022-000	$428.12
027-120-024-000	$340.84
027-120-034-000	$313.30
027-120-044-000	$152.60
027-120-055-000	$300.58
027-120-056-000	$664.54
027-120-061-000	$308.00
027-130-009-000	$28.16
027-140-002-000	$28.16
027-140-005-000	$28.16
027-140-015-000	$28.16
027-140-016-000	$28.16
027-140-018-000	$28.16
027-140-019-000	$94.82
027-160-001-000	$250.36
027-160-002-000	$250.36
027-160-016-000	$177.04
027-160-017-000	$28.16
027-160-018-000	$205.04
027-160-019-000	$185.92
027-160-023-000	$53.32
027-160-024-000	$28.16
027-160-025-000	$28.16
027-160-026-000	$28.16
027-160-029-000	$28.16
027-160-032-000	$130.38
027-160-033-000	$710.14
027-160-039-000	$28.16
027-160-048-000	$734.58
027-160-049-000	$28.16
027-160-050-000	$28.16
027-160-051-000	$110.38

Parcel	Annual Fee
027-160-057-000	$717.88
027-160-058-000	$123.72
027-160-059-000	$382.80
027-160-060-000	$133.32
027-160-061-000	$28.16
027-160-063-000	$334.36
027-170-008-000	$28.16
027-190-001-000	$90.82
027-190-003-000	$52.16
027-190-004-000	$28.16
027-210-005-000	$167.70
027-210-013-000	$733.26
027-210-025-000	$1,603.40
027-210-026-000	$1,327.42
027-210-027-000	$305.30
027-210-028-000	$276.14
027-210-029-000	$72.60
027-210-032-000	$1,867.10
027-210-033-000	$678.14
027-210-036-000	$888.80
027-210-037-000	$102.20
027-210-038-000	$1,027.18
027-210-041-000	$1,522.68
027-210-042-000	$2,262.88
027-210-043-000	$447.06
027-220-003-000	$852.08
027-220-005-000	$311.08
027-220-009-000	$33.32
027-220-011-000	$418.74
027-220-012-000	$444.40
027-220-013-000	$1,023.90
027-220-014-000	$37.76
027-230-003-000	$50.22
027-250-009-000	$979.18
027-250-016-000	$28.16
027-250-018-000	$72.60
027-250-031-000	$317.02
027-250-049-000	$366.36
027-250-051-000	$932.80
027-250-052-000	$28.16
027-250-065-000	$1,607.84
027-250-068-000	$585.88
027-250-069-000	$457.72
027-260-005-000	$123.54
027-260-006-000	$26.30
027-260-010-000	$66.66
027-260-014-000	$102.20
027-260-015-000	$106.66
027-260-016-000	$146.64
027-260-022-000	$101.76
027-260-023-000	$84.88
027-260-026-000	$51.54
027-260-028-000	$28.88
027-280-012-000	$690.60
027-280-013-000	$199.98
027-280-014-000	$2,338.42
027-280-015-000	$546.60
027-280-016-000	$3,310.78
027-280-017-000	$1,579.84
027-280-018-000	$28.16
027-280-019-000	$5,521.22
027-280-022-000	$258.20
027-280-040-000	$627.94
027-280-064-000	$1,831.82
027-280-065-000	$2,008.24
027-280-068-000	$1,737.60
027-280-078-000	$1,072.34
027-280-079-000	$2,445.08
027-381-002-000	$927.90
027-381-003-000	$206.20
027-381-008-000	$547.06
027-381-015-000	$1,239.16
027-381-016-000	$186.64
027-381-017-000	$442.62
027-411-004-000	$573.28
027-411-005-000	$245.42

Parcel	Annual Fee
027-412-001-000	$933.24
027-421-015-000	$944.52
027-421-017-000	$848.56
027-422-001-000	$36.28
027-440-010-000	$286.18
027-440-020-000	$499.06
027-440-025-000	$834.14
027-450-004-000	$28.16
027-450-005-000	$145.94
027-450-015-000	$28.16
027-450-017-000	$45.70
027-450-022-000	$540.04
027-450-025-000	$365.90
027-450-027-000	$269.30
027-450-029-000	$28.16
027-450-030-000	$45.70
027-450-032-000	$28.16
027-450-033-000	$183.70
027-460-009-000	$28.16
027-460-010-000	$28.16
027-460-011-000	$28.16
027-460-015-000	$94.82
027-460-016-000	$653.00
027-460-021-000	$28.16
027-460-023-000	$140.24
027-460-036-000	$881.86
027-460-040-000	$28.16
027-460-041-000	$553.28
027-470-007-000	$541.90
027-470-009-000	$28.16
027-470-011-000	$28.16
027-470-014-000	$28.16
027-470-015-000	$28.16
027-470-021-000	$1,028.96
027-470-025-000	$944.78
027-470-031-000	$28.16
027-470-032-000	$444.40
027-470-033-000	$419.24

Parcel	Annual Fee
027-480-010-000	$791.02
027-480-013-000	$28.16
027-480-023-000	$2,142.00
027-480-024-000	$2,081.12
027-480-026-000	$482.16
027-480-027-000	$28.16
027-480-028-000	$686.76
027-480-029-000	$644.38
027-480-031-000	$283.08
027-480-033-000	$1,278.08
027-480-034-000	$1,146.54
027-500-002-000	$888.08
027-500-015-000	$644.38
027-500-016-000	$156.86
027-500-018-000	$596.20
027-500-032-000	$1,059.18
027-500-033-000	$466.18
027-500-034-000	$444.40
027-500-036-000	$144.16
027-500-037-000	$1,967.98
027-520-024-000	$35.54
027-520-025-000	$319.96
027-540-001-000	$307.96
027-540-002-000	$682.32
027-540-003-000	$1,049.22
027-540-006-000	$16.88
027-540-013-000	$28.16
027-560-002-000	$560.82
027-570-001-000	$28.16
027-570-004-000	$1,035.00
027-570-011-000	$28.16
027-570-013-000	$217.92
030-020-002-000	$318.18
030-020-005-000	$352.58
030-020-014-000	$28.16
030-020-015-000	$28.16
030-020-018-000	$28.16
030-020-019-000	$28.16

Parcel	Annual Fee
030-020-020-000	$28.16
030-020-021-000	$28.16
030-020-022-000	$85.76
030-020-023-000	$185.76
030-020-027-000	$28.16
030-020-028-000	$28.16
030-020-029-000	$28.16
030-020-030-000	$28.16
030-020-031-000	$28.16
030-032-008-000	$28.16
030-032-011-000	$28.16
030-034-009-000	$28.16
030-035-005-000	$28.16
030-046-003-000	$28.16
030-050-024-000	$28.16
030-050-025-000	$28.16
030-050-028-000	$76.16
030-050-031-000	$1,081.66
030-050-034-000	$2,479.48
030-060-025-000	$28.16
030-070-003-000	$28.16
030-070-005-000	$454.78
030-070-006-000	$460.56
030-070-008-000	$264.14
030-070-009-000	$72.60
030-070-010-000	$962.30
030-070-011-000	$28.16
030-070-017-000	$1,192.04
030-070-018-000	$335.68
030-070-019-000	$440.12
030-080-001-000	$419.24
030-080-002-000	$28.16
030-080-005-000	$28.16
030-080-009-000	$194.20
030-080-013-000	$28.16
030-080-015-000	$28.16
030-080-016-000	$28.16
030-080-017-000	$28.16
030-080-019-000	$108.16
030-080-025-000	$28.16
030-080-026-000	$28.16
030-080-027-000	$28.16
030-080-028-000	$28.16
030-080-029-000	$486.34
030-080-033-000	$303.96
030-080-034-000	$1,084.78
030-080-036-000	$28.16
030-080-037-000	$28.16
030-080-038-000	$28.16
030-080-040-000	$28.16
030-080-046-000	$228.14
030-080-047-000	$428.12
030-080-048-000	$72.60
030-080-049-000	$924.34
030-080-050-000	$445.90
030-090-002-000	$3,488.98
030-090-003-000	$2,047.08
030-090-012-000	$28.16
030-090-033-000	$256.06
030-090-040-000	$1,603.40
030-090-041-000	$971.00
030-090-042-000	$832.36
030-090-044-000	$1,395.42
030-100-001-000	$133.32
030-100-009-000	$28.16
030-100-015-000	$1,874.02
030-100-016-000	$845.86
030-100-017-000	$471.06
030-100-019-000	$133.32
030-100-020-000	$133.32
030-110-019-000	$28.16
030-110-021-000	$159.98
030-110-028-000	$315.52
030-120-015-000	$3,170.08
030-120-030-000	$68.44
030-120-032-000	$117.04

Parcel	Annual Fee
030-120-033-000	$1,426.52
030-120-034-000	$85.94
030-120-038-000	$2,159.78
030-120-039-000	$899.64
030-140-004-000	$803.92
030-140-008-000	$621.72
030-140-014-000	$1,905.14
030-140-015-000	$1,626.94
030-140-016-000	$1,730.48
030-140-017-000	$1,768.70
030-140-018-000	$1,726.04
030-140-019-000	$1,893.58
030-140-020-000	$141.32
030-140-024-000	$1,618.94
030-140-025-000	$653.70
030-150-010-000	$1,203.88
030-150-011-000	$929.86
030-150-014-000	$26.66
030-150-017-000	$888.80
030-150-018-000	$586.60
030-150-019-000	$1,093.66
030-180-020-000	$21.32
030-180-022-000	$11.10
030-190-002-000	$91.10
030-190-004-000	$1,280.76
030-190-005-000	$705.26
030-190-012-000	$261.30
030-190-018-000	$99.10
030-190-019-000	$1,390.26
030-190-022-000	$15.78
030-190-023-000	$391.06
030-190-024-000	$347.96
030-190-025-000	$241.30
030-190-027-000	$364.40
030-190-028-000	$48.88
030-190-029-000	$28.16
030-200-019-000	$28.16
030-200-030-000	$1,188.04
030-200-049-000	$28.16
030-200-050-000	$1,690.50
030-200-057-000	$323.52
030-200-058-000	$80.88
030-200-066-000	$1,559.56
030-200-068-000	$2,163.34
030-200-073-000	$1,671.38
030-200-076-000	$1,498.06
030-200-077-000	$1,763.38
030-200-078-000	$1,664.44
030-200-079-000	$1,634.50
030-200-080-000	$808.54
030-200-084-000	$239.08
030-200-085-000	$2,579.90
030-230-004-000	$470.18
030-230-006-000	$501.72
030-230-008-000	$467.50
030-230-022-000	$28.16
030-230-024-000	$659.48
030-230-026-000	$97.76
030-230-029-000	$28.16
030-230-030-000	$28.16
030-230-031-000	$416.84
030-230-032-000	$28.16
030-230-033-000	$1,465.18
030-240-008-000	$28.16
030-240-015-000	$1,005.84
030-240-016-000	$1,400.74
030-240-023-000	$145.94
030-240-024-000	$208.60
030-240-029-000	$827.64
030-240-030-000	$191.98
030-240-031-000	$172.16
030-240-032-000	$742.14
030-250-008-000	$28.16
030-250-011-000	$346.62
030-250-013-000	$1,777.60
030-250-016-000	$28.16

Parcel	Annual Fee
030-250-025-000	$1,602.68
030-260-004-000	$279.08
030-260-006-000	$28.16
030-260-007-000	$1,334.52
030-260-015-000	$411.50
030-260-016-000	$148.16
030-260-029-000	$294.80
030-260-035-000	$606.32
030-260-039-000	$130.38
030-260-040-000	$158.82
030-260-041-000	$166.64
030-270-005-000	$52.58
030-270-006-000	$28.16
030-270-021-000	$448.84
030-270-022-000	$445.72
030-270-023-000	$359.52
030-270-024-000	$466.18
030-270-025-000	$416.84
030-270-026-000	$414.18
030-270-027-000	$2,613.24
030-280-005-000	$284.42
030-280-006-000	$94.82
030-280-010-000	$1,527.58
030-280-012-000	$561.44
030-280-016-000	$960.08
030-280-019-000	$666.16
030-280-025-000	$123.72
030-280-027-000	$28.16
030-280-028-000	$1,461.62
030-280-029-000	$155.54
030-280-032-000	$109.50
030-280-034-000	$28.16
030-280-035-000	$142.64
030-290-009-000	$28.16
030-290-014-000	$28.16
030-290-018-000	$56.60
030-290-020-000	$68.16
030-290-022-000	$28.16
030-290-034-000	$28.16
030-290-035-000	$28.16
030-290-036-000	$28.16
030-290-037-000	$28.16
030-290-038-000	$28.16
030-290-041-000	$47.28
030-290-042-000	$72.60
030-290-043-000	$28.16
030-290-044-000	$28.16
030-300-030-000	$338.80
031-010-002-000	$550.16
031-010-005-000	$11.54
031-010-009-000	$484.84
031-010-010-000	$433.72
031-010-013-000	$841.42
031-010-014-000	$860.08
031-010-015-000	$77.32
031-020-007-000	$1,168.50
031-020-009-000	$2,008.24
031-020-011-000	$28.16
031-020-013-000	$582.16
031-030-010-000	$28.16
031-030-012-000	$28.16
031-030-014-000	$28.16
031-030-015-000	$1,878.02
031-030-016-000	$1,533.62
031-030-017-000	$2,806.82
031-030-018-000	$4,138.42
031-030-024-000	$317.92
031-030-025-000	$1,555.40
031-030-026-000	$28.16
031-040-001-000	$936.08
031-040-002-000	$649.00
031-040-008-000	$517.00
031-040-016-000	$1,630.94
031-040-020-000	$28.16
031-040-021-000	$28.16
031-040-022-000	$401.02

Parcel	Annual Fee
031-040-023-000	$28.16
031-040-027-000	$506.34
031-040-028-000	$317.02
031-040-031-000	$249.92
031-040-032-000	$28.16
031-040-033-000	$2,358.16
031-040-034-000	$28.16
031-040-035-000	$81.76
031-050-028-000	$2,041.30
031-050-030-000	$1,120.50
031-050-035-000	$410.62
031-050-038-000	$28.16
031-050-039-000	$1,656.90
031-050-053-000	$2,097.30
031-050-054-000	$1,988.86
031-050-061-000	$28.16
031-050-062-000	$574.78
031-050-063-000	$204.86
031-050-064-000	$263.96
031-050-065-000	$392.84
031-070-004-000	$115.72
031-070-006-000	$1,827.10
031-070-007-000	$126.82
031-070-009-000	$2,205.28
031-070-011-000	$332.14
031-070-017-000	$131.26
031-070-019-000	$2,184.22
031-070-026-000	$28.16
031-070-027-000	$538.16
031-070-028-000	$145.94
031-070-036-000	$28.16
031-070-038-000	$96.60
031-070-039-000	$389.02
031-080-003-000	$22.22
031-080-005-000	$1,252.48
031-080-008-000	$28.16
031-080-009-000	$1,553.80
031-080-011-000	$828.08
031-080-016-000	$31.10
031-080-017-000	$411.06
031-080-018-000	$1,073.22
031-080-020-000	$2,306.44
031-080-021-000	$28.16
031-080-022-000	$694.14
031-080-024-000	$28.16
031-080-028-000	$328.40
031-080-030-000	$541.44
031-080-031-000	$7,661.90
031-090-017-000	$118.68
031-090-018-000	$362.34
031-090-019-000	$7.00
031-090-021-000	$502.40
031-090-022-000	$17.32
031-100-006-000	$300.98
031-100-012-000	$292.92
031-100-013-000	$143.92
031-100-020-000	$157.76
031-100-021-000	$236.66
031-100-027-000	$163.70
031-100-030-000	$290.80
031-100-031-000	$176.16
031-110-003-000	$6,221.60
031-110-011-000	11,611.00
031-110-014-000	$1,808.88
031-110-022-000	$28.16
031-110-023-000	$260.86
031-120-005-000	$506.96
031-120-013-000	$1,380.42
031-120-014-000	$628.80
031-120-015-000	$975.36
031-120-016-000	$729.60
031-120-017-000	$627.74
031-120-025-000	$297.48
031-130-022-000	$4.44
031-130-035-000	$35.40
031-140-001-000	$28.16

Parcel	Annual Fee
031-140-009-000	$28.16
031-140-010-000	$616.88
031-140-011-000	$28.16
031-140-013-000	$28.16
031-150-003-000	$1,274.08
031-150-005-000	$769.56
031-150-006-000	$661.00
031-160-006-000	$28.16
031-160-011-000	$28.16
031-160-019-000	$393.46
031-160-022-000	$240.86
031-160-023-000	$287.08
031-160-024-000	$868.80
031-160-025-000	$232.42
031-170-004-000	$109.76
031-170-005-000	$252.14
031-170-006-000	$339.24
031-170-007-000	$385.08
031-170-008-000	$1,470.70
031-170-010-000	$282.36
031-170-012-000	$250.36
031-170-013-000	$28.16
031-170-016-000	$662.16
031-170-017-000	$28.16
031-170-018-000	$441.72
031-170-019-000	$1,534.24
031-180-016-000	$28.16
031-180-019-000	$28.16
031-180-020-000	$250.36
031-180-034-000	$253.92
031-180-035-000	$453.46
031-180-042-000	$72.60
031-180-043-000	$177.76
031-180-044-000	$28.16
031-180-047-000	$610.16
031-180-048-000	$558.60
031-180-051-000	$28.16
031-180-052-000	$689.70
031-180-055-000	$1,594.94
031-180-056-000	$88.88
031-220-011-000	$325.02
031-220-014-000	$469.46
031-220-016-000	$218.64
031-220-017-000	$897.68
031-220-020-000	$366.36
031-220-023-000	$483.50
031-220-024-000	$108.60
031-230-006-000	$665.88
031-230-007-000	$316.86
031-230-008-000	$742.14
031-230-009-000	$28.16
031-230-010-000	$306.64
031-230-014-000	$50.38
031-230-016-000	$28.16
031-230-017-000	$49.50
031-230-018-000	$673.26
031-240-020-000	$179.54
031-240-021-000	$333.30
031-240-022-000	$888.80
032-400-003-000	$219.42
032-400-005-000	$1,013.68
032-400-023-000	$1,755.54
032-400-024-000	$164.16
032-400-029-000	$28.16
032-400-030-000	$328.86
032-400-037-000	$1,003.18
032-400-038-000	$95.54
032-530-007-000	$28.16
032-530-020-000	$1,231.60
032-530-024-000	$1,335.72
032-530-039-000	$1,681.34
034-140-022-000	$1,136.50
034-140-027-000	$2,799.72
034-150-004-000	$2,313.98
034-150-046-000	$3,820.94
034-160-002-000	$44.44

Parcel	Annual Fee
034-160-003-000	$57.32
034-160-008-000	$235.52
034-160-011-000	$296.40
034-160-018-000	$106.20
034-160-020-000	$203.08
034-160-022-000	$947.90
034-160-027-000	$444.40
034-160-028-000	$219.08
034-160-031-000	$266.64
034-160-033-000	$228.86
034-170-004-000	$1,373.64
034-170-005-000	$2,318.42
034-170-015-000	$1,363.42
034-170-016-000	$1,942.02
034-170-025-000	$441.72
034-170-036-000	$88.88
034-170-037-000	$143.98
034-170-038-000	$97.76
034-190-014-000	$111.10
034-190-018-000	$578.34
034-190-019-000	$759.92
034-190-030-000	$28.16
034-190-033-000	$1,625.16
034-190-034-000	$69.32
034-190-038-000	$1,137.66
034-190-040-000	$79.98
034-190-043-000	$1,123.88
034-190-044-000	$404.40
034-200-001-000	$975.00
034-200-005-000	$163.26
034-200-006-000	$133.32
034-200-013-000	$886.58
034-211-016-000	$88.88
034-211-017-000	$352.84
034-211-051-000	$88.88
034-211-055-000	$427.50
034-212-035-000	$295.70
034-270-013-000	$28.16

Parcel	Annual Fee
035-020-009-000	$28.16
035-031-003-000	$117.04
035-031-012-000	$28.16
035-031-013-000	$447.24
035-031-017-000	$28.16
035-031-020-000	$742.14
035-031-031-000	$1,064.96
035-031-032-000	$1,680.72
035-031-033-000	$1,672.28
035-031-034-000	$28.16
035-031-035-000	$289.02
035-031-036-000	$832.98
035-041-006-000	$322.18
035-041-011-000	$93.32
035-041-015-000	$681.44
035-041-017-000	$440.84
035-041-022-000	$903.18
035-041-023-000	$357.02
035-041-026-000	$28.16
035-041-027-000	$396.12
035-041-028-000	$377.74
035-042-006-000	$28.16
035-042-009-000	$214.82
035-042-011-000	$28.16
035-042-012-000	$28.16
035-042-024-000	$28.16
035-042-027-000	$28.16
035-042-029-000	$28.16
035-042-040-000	$292.14
035-042-042-000	$215.26
035-042-043-000	$396.40
035-042-044-000	$289.74
035-042-051-000	$28.16
035-042-052-000	$126.82
035-042-053-000	$124.88
035-050-001-000	$28.16
035-050-003-000	$28.16
035-061-001-000	$28.16

Parcel	Annual Fee
035-061-002-000	$81.50
035-061-003-000	$28.16
035-062-001-000	$28.16
035-062-002-000	$28.16
035-062-003-000	$28.16
035-062-004-000	$28.16
035-062-005-000	$28.16
035-062-006-000	$28.16
035-062-007-000	$28.16
035-062-008-000	$28.16
035-062-009-000	$28.16
035-062-010-000	$28.16
035-101-003-000	$835.46
035-101-018-000	$2,287.32
035-101-020-000	$461.72
035-101-021-000	$95.54
035-120-033-000	$1,695.82
035-120-035-000	$1,084.50
035-390-011-000	$28.16
035-390-013-000	$28.16
035-460-005-000	$28.16
035-460-006-000	$28.16
035-460-023-000	$28.16
035-460-040-000	$28.16
035-470-003-000	$142.82
035-470-004-000	$104.60
035-470-009-000	$28.16
035-470-023-000	$28.16
035-470-024-000	$130.82
035-470-031-000	$273.58
035-470-035-000	$159.64
035-470-036-000	$28.16
035-470-039-000	$1,166.10
035-470-045-000	$86.72
035-480-001-000	$1,450.24
035-480-003-000	$104.88
035-480-013-000	$28.16
035-480-023-000	$250.36
035-480-024-000	$241.92
035-480-025-000	$222.20
035-480-026-000	$2,348.64
035-490-002-000	$188.14
035-490-008-000	$2,213.10
035-490-011-000	$250.36
035-490-012-000	$351.68
035-490-013-000	$357.30
035-490-014-000	$415.50
036-010-013-000	$444.40
036-010-023-000	$72.22
036-010-024-000	$85.02
036-010-025-000	$105.18
036-010-026-000	$731.52
036-010-027-000	$706.28
036-010-028-000	$465.88
036-010-029-000	$689.98
036-010-030-000	$333.06
036-010-031-000	$629.14
036-010-035-000	$1,816.70
036-010-037-000	$28.16
036-070-006-000	$558.44
036-070-007-000	$28.16
036-070-009-000	$173.92
036-070-010-000	$162.82
036-070-021-000	$28.16
036-070-022-000	$161.48
036-070-027-000	$285.02
036-070-033-000	$444.40
036-070-034-000	$473.72
036-070-035-000	$383.68
036-070-036-000	$694.76
036-070-037-000	$163.70
036-090-043-000	$716.36
036-090-044-000	$683.92
036-090-048-000	$648.82
036-090-050-000	$336.40
036-090-051-000	$448.84

Parcel	Annual Fee
036-100-005-000	$1,095.88
036-100-017-000	$1,143.88
036-100-022-000	$173.48
036-100-023-000	$3,647.18
036-100-024-000	$28.16
036-110-009-000	$56.88
036-110-013-000	$226.82
036-110-025-000	$186.20
036-110-027-000	$1,044.34
036-110-033-000	$199.98
036-110-034-000	$666.60
036-120-001-000	$1,208.94
036-120-002-000	$3,980.66
036-120-035-000	$28.16
036-120-061-000	$5,042.60
036-120-069-000	$709.26
036-120-070-000	$500.38
036-120-071-000	$28.16
036-130-010-000	$343.52
036-130-030-000	$272.42
036-130-035-000	$895.02
036-130-052-000	$28.16
036-130-054-000	$28.16
036-130-061-000	$2,844.16
036-130-062-000	$28.16
036-140-020-000	$28.16
036-140-024-000	$28.16
036-140-053-000	$1,635.38
036-140-056-000	$210.20
036-140-058-000	$1,218.54
036-140-059-000	$1,452.30
036-140-061-000	$488.40
036-140-066-000	$719.26
036-140-067-000	$551.48
036-140-068-000	$497.72
036-140-070-000	$552.82
036-140-071-000	$828.36
036-140-073-000	$676.54
036-140-075-000	$609.72
036-140-076-000	$277.02
036-140-077-000	$1,259.86
036-140-078-000	$1,479.84
036-140-081-000	$2,271.06
036-140-082-000	$250.36
036-150-005-000	$28.16
036-150-013-000	$28.16
036-150-014-000	$28.16
036-150-020-000	$28.16
036-150-025-000	$268.58
036-150-026-000	$205.92
036-150-049-000	$153.50
036-150-053-000	$472.56
036-150-055-000	$299.24
036-150-056-000	$350.36
036-150-057-000	$277.02
036-150-058-000	$264.14
036-150-062-000	$1,737.16
036-150-065-000	$984.34
036-150-066-000	$1,688.72
036-150-067-000	$1,697.78
036-150-071-000	$205.92
036-150-072-000	$694.76
036-160-003-000	$1,823.10
036-160-009-000	$1,733.16
036-160-010-000	$1,842.04
036-160-011-000	$1,700.72
036-160-012-000	$1,522.06
036-160-015-000	$161.48
036-160-016-000	$546.78
036-160-018-000	$401.02
036-160-019-000	$533.28
036-160-021-000	$1,775.82
036-160-022-000	$1,389.18
036-160-024-000	$1,808.70
036-160-025-000	$1,431.40
036-170-001-000	$28.16

Parcel	Annual Fee
036-170-007-000	$28.16
036-170-008-000	$72.60
036-170-009-000	$72.60
036-170-011-000	$28.16
036-170-019-000	$94.82
036-170-020-000	$28.16
036-170-021-000	$28.16
036-170-026-000	$28.16
036-170-031-000	$172.60
036-170-036-000	$2,094.62
036-170-037-000	$1,723.38
036-170-038-000	$785.98
036-170-041-000	$673.88
036-170-042-000	$28.16
036-170-043-000	$107.26
036-170-044-000	$439.24
036-170-045-000	$350.80
036-170-046-000	$437.02
036-180-001-000	$454.34
036-180-002-000	$28.16
036-180-003-000	$28.16
036-180-004-000	$361.46
036-180-032-000	$44.44
036-180-040-000	$70.66
036-180-041-000	$1,073.84
036-180-048-000	$383.68
036-180-049-000	$404.12
036-180-050-000	$1,728.26
036-190-003-000	$805.86
036-190-007-000	$308.58
036-190-009-000	$407.24
036-190-012-000	$28.16
036-190-016-000	$28.16
036-190-017-000	$90.38
036-190-018-000	$3,072.58
036-190-019-000	$471.06
036-190-020-000	$72.60
036-190-021-000	$28.16
036-190-022-000	$28.16
036-190-025-000	$28.16
036-190-026-000	$939.18
036-190-027-000	$175.98
036-190-028-000	$28.16
036-190-029-000	$117.04
036-190-030-000	$505.90
036-190-031-000	$311.70
036-230-011-000	$56.88
036-230-013-000	$28.16
036-230-014-000	$28.16
036-230-015-000	$28.16
036-230-016-000	$28.16
036-230-017-000	$28.16
036-230-035-000	$28.16
036-230-036-000	$28.16
036-300-001-000	$28.16
036-300-002-000	$28.16
036-300-003-000	$28.16
036-300-004-000	$28.16
036-300-005-000	$28.16
036-300-006-000	$28.16
036-300-007-000	$28.16
036-300-008-000	$28.16
036-300-009-000	$28.16
036-300-011-000	$28.16
036-300-013-000	$28.16
036-300-015-000	$28.16
036-300-016-000	$330.36
036-470-001-000	$1,626.50
036-470-005-000	$269.02
036-470-006-000	$207.98
036-470-007-000	$237.04
036-470-010-000	$668.82
036-470-011-000	$1,516.90
036-470-012-000	$577.72
036-470-014-000	$724.98
036-470-015-000	$1,550.96

Parcel	Annual Fee
036-470-016-000	$1,561.62
038-010-004-000	$2,291.76
038-010-026-000	$1,822.92
038-010-027-000	$351.08
038-010-030-000	$28.16
038-010-031-000	$584.44
038-010-032-000	$96.42
038-010-033-000	$718.72
038-010-034-000	$28.16
038-010-035-000	$28.16
038-040-023-000	$714.14
038-050-001-000	$220.42
038-050-002-000	$28.16
038-050-004-000	$28.16
038-050-005-000	$28.16
038-050-006-000	$28.16
038-050-007-000	$28.16
038-050-008-000	$28.16
038-050-009-000	$28.16
038-050-010-000	$28.16
038-050-011-000	$28.16
038-050-012-000	$28.16
038-050-013-000	$28.16
038-050-016-000	$344.58
038-050-017-000	$28.16
038-050-018-000	$28.16
038-050-019-000	$28.16
038-050-020-000	$28.16
038-050-022-000	$28.16
038-050-025-000	$28.16
038-050-026-000	$221.04
038-050-027-000	$28.16
038-080-002-000	$179.26
038-080-004-000	$28.16
038-080-005-000	$139.26
038-080-007-000	$28.16
038-080-008-000	$28.16
038-080-009-000	$183.70
038-080-011-000	$28.16
038-080-012-000	$28.16
038-080-013-000	$28.16
038-080-014-000	$205.92
038-080-016-000	$28.16
038-080-018-000	$205.92
038-080-021-000	$28.16
038-080-022-000	$28.16
038-100-016-000	$107.62
038-100-018-000	$29.62
038-110-002-000	$105.94
038-110-006-000	$28.16
038-110-007-000	$28.16
038-110-009-000	$28.16
038-110-010-000	$28.16
038-110-011-000	$28.16
038-110-013-000	$28.16
038-110-014-000	$28.16
038-110-017-000	$28.16
038-110-018-000	$28.16
038-110-019-000	$28.16
038-110-025-000	$28.16
038-110-026-000	$28.16
038-110-030-000	$28.16
038-110-031-000	$72.60
038-110-032-000	$28.16
038-110-033-000	$28.16
038-110-034-000	$28.16
038-110-040-000	$28.16
038-110-041-000	$28.16
038-110-042-000	$41.94
038-110-043-000	$43.10
038-110-044-000	$43.10
038-110-045-000	$83.72
038-110-048-000	$28.16
038-110-049-000	$28.16
038-110-050-000	$28.16
038-110-051-000	$28.16

Parcel	Annual Fee
038-180-004-000	$28.16
038-180-006-000	$28.16
038-180-008-000	$228.50
038-180-009-000	$531.94
038-180-010-000	$644.38
038-180-012-000	$28.16
038-180-013-000	$28.16
038-180-016-000	$215.62
038-180-018-000	$28.16
038-180-019-000	$28.16
038-180-020-000	$222.20
038-190-001-000	$511.94
038-190-002-000	$321.46
038-190-003-000	$399.96
038-190-007-000	$48.00
038-190-008-000	$183.98
038-190-009-000	$295.08
038-190-014-000	$28.16
038-190-015-000	$28.16
038-190-018-000	$28.16
038-190-019-000	$230.36
038-240-005-000	$355.52
038-240-006-000	$28.16
038-240-015-000	$179.26
038-240-022-000	$28.16
038-240-023-000	$28.16
038-361-010-000	$179.08
038-361-042-000	$219.08
038-440-001-000	$180.56
038-440-002-000	$28.16
038-440-003-000	$240.50
038-440-004-000	$28.16
038-440-005-000	$343.58
038-440-009-000	$28.16
038-440-014-000	$28.16
038-440-016-000	$141.98
038-440-017-000	$28.16
038-440-018-000	$233.66

Parcel	Annual Fee
039-030-008-000	$35.54
039-030-012-000	$227.70
039-030-014-000	$133.32
039-030-015-000	$28.16
039-030-016-000	$28.16
039-030-017-000	$28.16
039-030-018-000	$28.16
039-030-021-000	$1,990.90
039-030-022-000	$2,706.40
039-030-028-000	$647.14
039-030-043-000	$200.48
039-030-044-000	$837.40
039-040-044-000	$135.54
039-040-054-000	11,487.74
039-040-055-000	$28.16
039-051-003-000	$28.16
039-051-007-000	$1,123.62
039-051-024-000	$660.82
039-051-025-000	$2,847.72
039-051-026-000	$831.46
039-051-031-000	$1,883.02
039-051-035-000	$390.62
039-051-036-000	$73.32
039-051-037-000	$241.74
039-051-038-000	$417.02
039-060-014-000	$28.16
039-060-016-000	$28.16
039-060-017-000	$28.16
039-070-003-000	$28.16
039-070-008-000	$28.16
039-070-013-000	$28.16
039-100-001-000	$372.58
039-100-002-000	$28.16
039-100-003-000	$28.16
039-100-004-000	$28.16
039-100-005-000	$197.04
039-100-006-000	$28.16
039-100-007-000	$28.16

Parcel	Annual Fee
039-100-008-000	$117.04
039-100-009-000	$28.16
039-111-001-000	$28.16
039-111-002-000	$28.16
039-111-003-000	$28.16
039-111-005-000	$28.16
039-111-006-000	$28.16
039-111-007-000	$28.16
039-112-001-000	$28.16
039-112-002-000	$28.16
039-112-003-000	$28.16
039-112-004-000	$28.16
039-112-006-000	$28.16
039-112-007-000	$28.16
039-112-008-000	$28.16
039-112-009-000	$28.16
039-112-010-000	$28.16
039-112-011-000	$28.16
039-112-014-000	$28.16
039-112-015-000	$28.16
039-121-002-000	$28.16
039-121-003-000	$28.16
039-121-004-000	$28.16
039-121-005-000	$28.16
039-121-006-000	$28.16
039-121-007-000	$28.16
039-122-002-000	$28.16
039-122-003-000	$28.16
039-122-004-000	$28.16
039-122-005-000	$28.16
039-122-007-000	$28.16
039-122-010-000	$28.16
039-122-011-000	$28.16
039-130-001-000	$83.72
039-130-002-000	$561.44
039-130-008-000	$28.16
039-130-009-000	$28.16
039-130-017-000	$28.16
039-130-018-000	$28.16
039-130-019-000	$105.94
039-130-022-000	$28.16
039-130-023-000	$28.16
039-130-024-000	$28.16
039-130-026-000	$28.16
039-130-027-000	$177.92
039-130-029-000	$28.16
039-130-030-000	$28.16
039-130-031-000	$28.16
039-130-032-000	$28.16
039-130-033-000	$28.16
039-130-036-000	$28.16
039-140-005-000	$28.16
039-140-014-000	$28.16
039-140-015-000	$28.16
039-140-016-000	$28.16
039-140-018-000	$28.16
039-140-023-000	$28.16
039-140-024-000	$28.16
039-140-026-000	$28.16
039-140-027-000	$72.60
039-140-029-000	$83.72
039-140-032-000	$28.16
039-150-060-000	$469.00
039-150-063-000	$689.70
039-150-077-000	$718.14
039-150-088-000	$343.08
039-150-089-000	$864.36
039-190-006-000	$428.12
039-190-028-000	$1,783.10
039-190-029-000	$165.92
039-190-030-000	$150.38
039-190-035-000	$656.82
039-190-036-000	$871.64
039-190-037-000	$1,421.36
039-190-050-000	$3,298.94
039-190-051-000	$832.98

Parcel	Annual Fee
039-190-052-000	$831.26
039-190-053-000	$115.54
039-190-054-000	$28.16
039-190-055-000	$369.90
039-190-056-000	$139.26
039-190-057-000	$345.92
039-190-058-000	$246.80
039-200-002-000	$28.16
039-200-004-000	$28.16
039-200-005-000	$28.16
039-200-006-000	$28.16
039-200-008-000	$28.16
039-200-009-000	$28.16
039-200-010-000	$28.16
039-200-011-000	$28.16
039-210-002-000	$28.16
039-210-020-000	$28.16
039-221-021-000	$28.16
039-222-001-000	$81.04
039-222-002-000	$28.16
039-222-003-000	$28.16
039-222-004-000	$28.16
039-222-006-000	$28.16
039-231-001-000	$250.36
039-231-002-000	$28.16
039-231-003-000	$28.16
039-231-004-000	$90.38
039-231-005-000	$250.36
039-231-007-000	$28.16
039-231-008-000	$28.16
039-231-009-000	$28.16
039-231-010-000	$94.82
039-231-011-000	$28.16
039-231-012-000	$166.82
039-231-013-000	$28.16
039-231-014-000	$28.16
039-231-015-000	$72.60
039-231-016-000	$28.16
039-231-017-000	$28.16
039-231-018-000	$28.16
039-231-019-000	$28.16
039-231-020-000	$28.16
039-232-005-000	$28.16
039-232-006-000	$28.16
039-232-007-000	$111.10
039-232-011-000	$28.16
039-232-012-000	$28.16
039-232-016-000	$28.16
039-260-002-000	$28.16
039-260-003-000	$28.16
039-260-004-000	$28.16
039-260-005-000	$28.16
039-260-006-000	$133.48
039-260-011-000	$205.92
039-260-012-000	$28.16
039-260-013-000	$99.72
039-260-014-000	$349.46
039-260-016-000	$82.82
039-260-017-000	$28.16
039-260-018-000	$28.16
039-260-019-000	$28.16
039-260-020-000	$28.16
039-260-021-000	$28.16
039-270-001-000	$139.26
039-270-002-000	$139.26
039-270-005-000	$733.26
039-270-010-000	$4,318.68
039-270-011-000	$536.36
039-270-015-000	$28.16
039-270-020-000	$453.28
039-270-021-000	$586.60
039-270-026-000	$280.14
039-270-027-000	$28.16
039-280-001-000	$28.16
039-280-004-000	$28.16
039-280-005-000	$28.16

Parcel	Annual Fee
039-280-006-000	$28.16
039-280-007-000	$28.16
039-280-010-000	$28.16
039-280-011-000	$28.16
039-280-012-000	$28.16
039-280-013-000	$28.16
039-280-017-000	$28.16
039-290-001-000	$28.16
039-290-002-000	$28.16
039-290-003-000	$28.16
039-290-005-000	$28.16
039-290-006-000	$28.16
039-290-007-000	$28.16
039-290-008-000	$134.82
039-290-009-000	$28.16
039-290-010-000	$28.16
039-290-011-000	$28.16
039-290-022-000	$28.16
039-290-023-000	$28.16
039-290-024-000	$28.16
039-290-025-000	$28.16
039-290-026-000	$28.16
039-370-001-000	$28.16
039-370-002-000	$28.16
039-370-003-000	$28.16
039-370-004-000	$28.16
039-370-005-000	$28.16
039-370-006-000	$28.16
039-390-001-000	$1,455.58
039-390-007-000	$28.16
039-390-009-000	$28.16
039-390-010-000	$188.42
039-390-011-000	$241.48
039-390-012-000	$739.20
039-390-013-000	$137.04
039-390-015-000	$165.92
039-390-016-000	$244.14
039-390-017-000	$28.16
039-390-021-000	$191.70
039-390-022-000	$313.02
039-390-023-000	$310.80
039-400-002-000	$28.16
039-400-005-000	$863.64
039-400-038-000	$28.16
039-400-079-000	$851.46
039-400-082-000	$549.28
039-400-083-000	$28.16
039-400-084-000	$1,023.18
039-580-002-000	$28.16
039-580-005-000	$28.16
039-580-006-000	$28.16
039-580-016-000	$117.04
039-580-017-000	$370.80
039-590-002-000	$157.48
039-590-003-000	$428.12
039-590-004-000	$302.36
039-590-013-000	$28.16
039-600-001-000	$561.44
039-600-006-000	$28.16
039-600-007-000	$28.16
039-600-008-000	$28.16
039-600-010-000	$28.16
039-600-011-000	$28.16
039-600-012-000	$28.16
039-600-013-000	$28.16
039-600-014-000	$28.16
039-600-015-000	$28.16
039-600-016-000	$99.26
039-600-017-000	$492.72
039-610-002-000	$383.68
039-610-003-000	$394.80
039-610-004-000	$28.16
039-610-005-000	$28.16
039-610-006-000	$364.14
039-610-007-000	$28.16
039-610-008-000	$28.16

Parcel	Annual Fee
039-620-003-000	$28.16
039-620-004-000	$85.94
039-620-005-000	$72.60
039-620-006-000	$72.60
039-620-011-000	$28.16
039-620-012-000	$28.16
041-490-005-000	$75.54
043-103-022-000	$1,269.64
045-240-011-000	$52.58
045-240-012-000	$28.16
045-240-023-000	$3,864.06
045-250-006-000	$28.16
045-250-008-000	$84.60
045-250-011-000	$28.16
045-250-012-000	$28.16
045-250-013-000	$28.16
045-250-019-000	$28.16
045-250-020-000	$28.16
045-250-021-000	$28.16
045-250-025-000	$28.16
045-250-030-000	$28.16
045-250-032-000	$28.16
045-250-033-000	$564.38
045-250-034-000	$28.16
045-250-035-000	$28.16
045-271-016-000	$28.16
045-271-019-000	$28.16
045-271-020-000	$28.16
045-271-022-000	$28.16
045-271-024-000	$28.16
045-271-025-000	$28.16
045-271-031-000	$28.16
045-271-032-000	$28.16
045-272-007-000	$28.16
045-272-008-000	$28.16
045-272-009-000	$28.16
045-272-010-000	$28.16
045-272-011-000	$28.16
045-272-015-000	$28.16
045-272-016-000	$28.16
045-272-026-000	$28.16
045-272-027-000	$28.16
045-281-001-000	$383.68
045-281-002-000	$28.16
045-281-003-000	$112.60
045-281-006-000	$28.16
045-281-008-000	$28.16
045-281-021-000	$28.16
045-281-022-000	$28.16
045-281-023-000	$28.16
045-281-024-000	$28.16
045-281-025-000	$28.16
045-282-008-000	$28.16
045-282-018-000	$28.16
045-282-019-000	$28.16
045-290-001-000	$28.16
045-290-002-000	$28.16
045-290-004-000	$28.16
045-290-005-000	$28.16
045-290-006-000	$28.16
045-290-007-000	$28.16
045-290-010-000	$28.16
045-290-011-000	$28.16
045-290-012-000	$28.16
046-351-001-000	$123.58
046-351-011-000	$133.32
046-370-029-000	$1,731.82
046-620-016-000	$318.18
052-010-020-000	$245.42
052-010-021-000	$1,471.46
052-370-002-000	$28.16
052-370-004-000	$28.16
052-370-009-000	$28.16
052-370-010-000	$28.16
052-370-012-000	$28.16
052-370-023-000	$28.16

Parcel	Annual Fee
052-450-002-000	$28.16
052-450-014-000	$28.16
052-450-015-000	$28.16
052-450-016-000	$28.16
052-450-017-000	$28.16
052-450-018-000	$28.16
052-450-019-000	$28.16
052-450-020-000	$122.20
052-460-001-000	$28.16
052-460-002-000	$28.16
052-460-003-000	$28.16
052-460-004-000	$28.16
052-460-005-000	$28.16
052-460-006-000	$28.16
052-460-007-000	$28.16
052-460-008-000	$28.16
052-460-009-000	$28.16
052-460-010-000	$28.16
052-460-011-000	$28.16
052-460-012-000	$28.16
052-460-013-000	$28.16
052-460-014-000	$28.16
052-460-015-000	$28.16
052-460-016-000	$28.16
052-460-018-000	$28.16
052-460-019-000	$28.16
052-460-020-000	$28.16
052-460-021-000	$28.16
052-460-023-000	$28.16
052-460-030-000	$28.16
052-460-031-000	$28.16
052-460-033-000	$28.16
052-490-001-000	$28.16
052-490-003-000	$94.82
052-490-014-000	$28.16

1195 Third Street, Suite 301
Napa, CA 94559
Main: (707) 253-4521
Fax: (707) 259-8220

County Counsel
Sheryl L. Bratton

Chief Deputies
Thomas C. Zeleny
Jason M. Dooley

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY
OFFICE OF COUNTY COUNSEL

Deputies
Silva Darbinian
Laura J. Anderson
Chris R. Y. Apallas
Susan B. Altman
Rachel L. Ross
Shana A. Bagley
Corey S. Utsurogi
Douglas V. Parker
Ryan K. FitzGerald
McKayla McMahon
Jo Ann I. Parker
Rebekah Reynolds
Sabrina S. Wolfson

To:	Jamison Crosby, Natural Resources Conservation Manager	From:	Sheryl L. Bratton, County Counsel Chris R.Y. Apallas, Deputy County Counsel
Date:	August 6, 2026	Re:	Treatment of Drain Tile Water as an Alternative Water Supply under the 2025 Rate and Fee Study

QUESTION PRESENTED

Does water collected through drain tiles qualify as an alternative water supply for purposes of receiving the base rate pursuant to the Napa County Groundwater Sustainability Agency (NCGSA) 2025 Rate and Fee Study (Fee Study)?

BRIEF ANSWER

No. Water intercepted and conveyed through subsurface drain tile systems is generally considered "percolating groundwater" under California water law rather than an independent or alternative water supply. California courts have long distinguished percolating groundwater from surface water and have recognized that groundwater moving through the subsurface remains part of the groundwater basin until extracted. The Sustainable Groundwater Management Act (SGMA) similarly defines groundwater broadly as water beneath the surface within the saturated zone and authorizes the NCGSA to regulate groundwater extraction, manage its subbasin, and impose fees to fund groundwater sustainability programs.

In Napa County, some vineyards are equipped with perforated subsurface drain tiles installed below the root zone to lower perched water tables and intercept excess water during the rainy season and convey collected water to discharge points. Because drain tile systems intercept this percolating water that otherwise could potentially move into and through the aquifer or contribute to groundwater storage and basin hydrology, water collected through drain tiles is not "alternative" to groundwater. Instead, it is a part of the groundwater system itself. Treating drain tile water as an alternative water source would be inconsistent with California's groundwater doctrine and SGMA's objective of managing all groundwater extraction affecting basin sustainability. Therefore, an owner's use of drain tile water is ineligible to receive the Fee Study's base rate.

DISCUSSION

On June 30, 2026 four stakeholder groups requested that acreage irrigated with captured, stored winter water be recognized as using an alternative water source for fee-setting, because they argue this practice reduces summer pumping from the deeper aquifer. They contend the County's groundwater model routes captured drainage water to the Napa River and cannot simulate reuse, so the summer pumping it offsets is not credited to the basin. Stakeholders contend recognition would be fair and consistent with sustainability goals because the practice provides the same benefit as other recognized reuse: less summer pumping from the aquifer. They claim that the water would otherwise run off if not captured and assume the Fee Study is for groundwater pumping.

The GSA Board has the discretion to interpret its documents and determine what qualifies as an alternative water supply for purposes of setting fees, however treating drain tile water as an alternative water source would be inconsistent with California's groundwater doctrine and SGMA's objective of managing all groundwater extraction affecting basin sustainability. Therefore, an owner's use of drain tile water should be deemed ineligible to receive the Fee Study's base rate. The stakeholder groups appear to inaccurately characterize the 2025 Fee as a pumping fee, rather than the broader fee for managing basin sustainability that it is.

I. SGMA Authorizes GSA Regulation and Fees for Groundwater and Groundwater-Related Diversions

SGMA defines "groundwater" as "water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water but does not include water that flows in known and definite channels"[1]. SGMA requires sustainable management of groundwater basins and empowers GSAs to regulate extractions and assess fees to fund GSP implementation and basin management.[2]

California Water Code section 1200 provides the foundational definition of surface water for purposes of water appropriation. It states: "Whenever the terms stream, lake or other body of water, or water occurs in relation to applications to appropriate water or permits or licenses issued pursuant to such applications, such term refers only to surface water, and to subterranean streams flowing through known and definite channels"[3]

On December 9, 2025, after complying with all applicable notice requirements, the NCGSA Board of Directors adopted the NCGSA 2025 Rate and Fee Study. The Fee Study sets forth the basis for imposition of a regulatory fee to cover costs associated with NCGSA's basin management. The Fee Study recognized that some agricultural lands may irrigate with alternative water sources other than groundwater, such as recycled water from Napa Sanitation District, or via surface water rights. In recognizing that the users of alternative water sources would potentially receive less benefits from

[1] Cal. Water Code § 10721(g)
[2] Cal. Water Code §§ 10725.2, 10726, 10730, 10730.2
[3] Cal. Water Code § 1200

NCGSA's basin management programs, the study proposed that if greater than 50% of a parcel's irrigation stemmed from alternative sources, then only the study's base rate per planted acre be imposed.

The ordinary meaning of "alternative water supply" as interpreted by NCGSA staff includes surface water, recycled water, desalinated water, or stormwater captured prior to infiltration into soil. None of these waters constitute intercepted groundwater already present within the basin. NCGSA has broad authority to interpret and administer the adopted Fee Study and resolution.[4]

1. Fee authority. A GSA "may impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program"[5]. Fees must be adopted consistently with applicable requirements, including procedural safeguards and proportionality[6].

2. The scope of GSA fee authority includes groundwater-related diversions. SGMA's definition of "groundwater" expressly excludes only flow "in known and definite channels" and otherwise encompasses subsurface saturated-zone water subject to GSA management. Drain tile interception of water percolating to the saturated-zone is a groundwater-related activity that affects basin storage and recharge and therefore falls within NCGSA regulatory and fee authority[7].

II. California Law Treats Drain Tile Water as Percolating Groundwater Unless Shown to Be a Subterranean Stream

California common law distinguishes between percolating groundwater and subterranean streams and defines percolating groundwater as "subsurface water that is not part of a subterranean stream flowing through a known and definite channel . . . and which falls outside the Board's jurisdiction."[8] The California Supreme Court has long held that underground water is presumed to be percolating unless proved to flow in a "known and definite channel."

Courts presume subsurface water is percolating; the party asserting a subterranean stream must prove that the water flows in a known and definite channel with bed and banks and a course[9]. In *Hanson v. McCue*, (1871) 42 Cal. 303, the court explained that underground water is presumed to be percolating water and that the burden rests on the party claiming a subterranean stream to establish the existence of a known and definite underground channel.

Similarly, modern case law follows these concepts and has adopted a four-part test for determining whether groundwater qualifies as a subterranean stream.[10] The test is: 1) a subsurface

[4] Cal. Water Code §§ 10725, 10730
[5] Cal. Water Code § 10730(a)
[6] Cal. Water Code § 10730(b)–(e)
[7] Cal. Water Code §§ 10721(g), 10726.4(a), 10730(a)
[8] *N. Gualala Water Co. v. State Water Res. Control Bd*., (2006) 139 Cal. App. 4th 1577, 1582.
[9] *City of Los Angeles v. Pomeroy*, (1899) 124 Cal. 597); *City of Los Angeles v. Hunter*, (1909) 156 Cal. 603)
[10] *N. Gualala Water Co. v. State Water Res. Control Bd*., (2006) 139 Cal. App. 4th 1577.

channel must be present; (2) the channel must have relatively impermeable bed and banks; (3) the course of the channel must be known or capable of being determined by reasonable inference; and (4) groundwater must be flowing in the channel.

Unless the groundwater extractor can show the subsurface water at issue satisfies this test, then the water is percolating groundwater and governed by groundwater rules, not surface-water law. The test does not contemplate man-made drain tiles as being a subterranean stream.

III. Drain Tile Water is Percolating Groundwater, Not Surface Water or a Subterranean Stream

Drain tiles "are a form of agricultural drainage system that removes excess sub-surface water from fields to allow sufficient air space within the soil, proper cultivation, and access by heavy machinery to tend and harvest crops. While surface water can be drained by pumping, open ditches, or both, tile drainage is often the most effective means of draining subsurface water."[11]. The intercepted water originates as percolating groundwater moving through pore spaces under hydraulic gradients, not as flow in a natural subsurface channel with distinct bed and banks.

1. Shallow groundwater consistent with percolation. The hydrologic function of drain tiles is to lower the water table locally by capturing percolating groundwater in the subsurface before it continues through the aquifer. That water does not travel in a "known and definite channel" but instead migrates diffusely through soil and alluvium until intercepted. Under California's presumption, this water is percolating groundwater.

2. Not a subterranean stream. The artificial tile network itself does not transform percolating groundwater into a subterranean stream because it is merely an engineered collection system.

3. Not surface water. Although tile outlets may discharge to surface drains, the character of the water at the point of collection is subsurface percolating groundwater. Its later conveyance to the surface does not reclassify the *source* as surface water for regulatory purposes when evaluating groundwater impacts and fee applicability.

In a DWR high-or medium-priority basin, SGMA requires GSAs to manage to avoid undesirable results.[12] By intercepting percolating groundwater that would otherwise remain in storage or contribute to lateral or vertical recharge, drain tiles reduce in-basin retention and can exacerbate undesirable results. Treating drain tile water as a groundwater "alternative" would undermine SGMA's mandate to manage extractions and groundwater-related diversions to achieve sustainability.[13]

Stakeholders' claims admit that drain tile water is collected subsurface and "captured." Their assertions that this water would otherwise "run off" is not accurate. Subsurface water is already within

[11] (https://en.wikipedia.org/wiki/Tile_drainage, July 27, 2026)
[12] Cal. Water Code §10721(x)
[13] Cal. Water Code §§ 10726.4(a), 10727.2, 10730.2

the soil and percolates. Staff understand that the primary reason for installing drain tiles is to drain soils around roots which is a viticultural practice, not a water conservation measure.

IV. Alternatives

The Board could elect to interpret drain tile water as an alternative water supply subject only to the base rate and establish the submission requirements necessary to support the request for staff's review. Such an interpretation for purposes of the fee study would appear to contradict broader water law interpretations. Additionally, due to the timing requirements for submitting the fees for inclusion on property tax bills, allowing the base rate for drain tile water could delay implementation of the fee to next fiscal year.

CONCLUSION

The Fee Study's base rate is intended for supplies that are not groundwater and do not diminish basin recharge. Water collected through subsurface drain tiles is percolating groundwater under California law. Drain tile interception removes percolating groundwater from in-basin storage and impairs recharge. It therefore is not an "alternative" to groundwater, but a groundwater-related diversion affecting basin conditions. Consistent with SGMA and the percolating-groundwater presumption, water collected through subsurface drain tiles should not be characterized as an alternative to groundwater.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 8/11/2026 | **File ID #:** 26-1198

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building and Environmental Services

REPORT BY: Brian D. Bordona - Director of Planning, Building and Environmental Services

SUBJECT: Direction Regarding Potential Zoning Code (Title 18) Modernization and Process Improvement Amendments

RECOMMENDATION

Receive a presentation regarding potential administrative and efficiency-based amendments to Title 18 (Zoning) of the Napa County Code and provide direction regarding preparation of future ordinance amendments for Board consideration. (No Fiscal Impact)

BACKGROUND

The Napa County Department of Planning, Building and Environmental Services (PBES) continually evaluates its land use regulations and permitting processes to ensure they remain effective, transparent, and responsive to the needs of applicants, the public, decision-makers, and staff. As part of this ongoing commitment to process improvement, modernization of the Zoning Code, and organizational efficiency, staff has undertaken a preliminary review of Title 18 (Zoning) of the Napa County Code.

Through this effort, staff has identified a series of potential administrative and efficiency-based amendments intended to improve clarity, eliminate inconsistencies, revise or remove outdated provisions, simplify permit administration, and improve implementation of existing Board policies. The concepts are intended to modernize and improve the efficiency and predictability of the County's permitting processes while maintaining the existing land use framework, environmental review requirements, and related protections.

As state laws and regulations continue to evolve, local land use regulations must also be periodically reviewed to ensure they remain current, internally consistent, and effective. In some cases, state requirements have created overlapping, duplicative, or unclear administrative requirements. This review provides an opportunity to clarify and update the County's Zoning Code while continuing to uphold Napa County's longstanding land use objectives.

The timing of this effort is particularly important given current economic challenges facing the wine industry, increasing regulatory complexity, and the growing number of state mandates affecting local land use

administration. On April 10, 2026, the Napa County Farm Bureau, Napa Valley Vintners, Napa Valley Grapegrowers, and Winegrowers of Napa County submitted a joint letter to the Board of Supervisors outlining a coordinated set of regulatory policy recommendations intended to support the long-term viability of Napa County's agricultural and wine industry (Attachment A). The recommendations identify both near-term priorities and longer-term General Plan considerations, including streamlining winery permitting and administrative processes, and analyzing the appeals requirements among other initiatives. The Board in response directed staff to analyze the near-term policy initiatives proposed by the industry groups, which have been included in this report. Those initiatives that are not included in this report have been determined to be longer-term General Plan update considerations or otherwise addressed under other ongoing initiatives.

Staff is seeking direction from the Board regarding the recommended potential amendments described below.

A. Administrative Permits for Wineries (NCC Section 18.126.065)

In 2002, the Board of Supervisors established the ministerial Administrative Permit process to facilitate review of permit applications that generally involve limited environmental impacts, little or no controversy, and objective standards that do not require discretionary review. The process allows for streamlined review while maintaining protections for neighboring properties and environmental resources.

Staff have identified potential amendments to NCC Section 18.126.065 intended to improve the efficiency and predictability of winery use permit modification requests, simplify permit administration, and update provisions that no longer effectively support implementation of existing Board policy. The concepts described below are intended to provide greater administrative flexibility while maintaining consistency with approved operational limits.

1. Marketing Plan Flexibility

Provide permittees with greater flexibility in scheduling/hosting approved marketing plans where there is no net increase in overall visitation. For example, a winery could modify an approved visitation plan by converting one 100-person event into ten 10-person events, provided overall visitor levels remain unchanged on a weekly, monthly, or annual basis. This approach would allow wineries to adapt to changing market conditions and consumer preferences without increasing overall operational intensity. Currently, such a request would be subject to a Minor Modification Use Permit.

2. Employee and Visitation Flexibility

Allow adjustments to approved employee counts in exchange for corresponding changes in visitation levels

and/or production capacity, provided 1) there is no net increase in groundwater demand; 2) no increase in wastewater generation requiring additional infrastructure; and 3) the change does not result in an increase of more than 40 average daily trips (ADT). This approach would provide operational flexibility while ensuring impacts remain within previously analyzed limits. Currently, such a request would be subject to a Minor Modification Use Permit.

3. Removal of GHG Reduction Barriers

Removal of requirements to obtain an Administrative Winery Permit to install electric vehicle charging stations (Section 18.126.065(C)) and bicycle racks (Section 18.126.065(I)), which could serve as barriers to achieving the County's climate and GHG reduction goals.

4. Commercial Kitchen Expansions

Allow expansion of existing permitted winery commercial kitchens through the Administrative Permit process, provided there is no net increase in groundwater demand or wastewater generation. Since these requests would not increase approved operational capacities, staff believes they may be appropriately reviewed through an administrative process. Currently, these requests require a Minor Modification despite limited potential for environmental impacts when operational capacities remain unchanged. This concept would improve permit administration while maintaining existing operational limits.

B. Modernize and Streamline Zoning Administrator Hearing Requirements

Napa County Code Section 18.10.010 - General Powers and Duties of the Zoning Administrator

Pursuant to Government Code Section 65901, the Zoning Administrator (ZA) is authorized to review and approve designated land use applications, conduct environmental review, make required findings, impose conditions of approval, approve related plans and time extensions, provide public notice, and administer procedures necessary to implement County land use regulations.

The Board has delegated authority for more than twenty application types to the ZA, many of which are currently reviewed administratively without a public hearing. Applications that are subject to a public hearing include: 1) Certificates of Legal Nonconformity (CLNs), 2) Category 3 Temporary Events (only if requested by an interested party), 3) Category 4 Temporary Events, 4) Small Winery Exemptions, and 5) Micro-Winery Use Permits.

Staff recommends the Board direct staff to analyze the potential for creating a notice of intent process similar to the existing winery Minor Modification procedure for other types of permits as described above. Under this approach (if consistent with state law), public notice would continue to be provided, and any interested party could request a hearing which would then be scheduled accordingly upon request. Applications receiving no hearing requests could be processed administratively consistent with current practices.

This proposal would not alter substantive review standards, findings, environmental review requirements, or opportunities for public participation. Rather, it would eliminate the need for formal hearings when there is no demonstrated public interest, thereby reducing processing times, staff workload, applicant costs, and administrative expenses associated with hearing preparation and support.

C. Eliminate the Requirement for "Tours and Tastings by Prior Appointment Only" Signage

Napa County Code Sections 18.08.620 and 18.116.060(B)

Current County regulations require wineries established after February 22, 1990, to post the words "Tours and Tastings by Prior Appointment Only" on entrance signage identifying the winery from a public roadway.

This requirement originated when appointment-only visitation restrictions were a distinguishing operational characteristic of post-1990 wineries. Today, appointment-based visitation has become standard industry practice, and visitor information is typically communicated through winery websites, reservation systems, digital platforms, and direct customer communications.

Staff has not identified a continuing land use purpose served by this signage requirement and recommends deleting the requirement that wineries include the phrase "Tours and Tastings by Prior Appointment Only" on entrance signs.

Under the proposed amendment, wineries would no longer be required to display the language. Those wineries, choosing to retain the language, could continue to do so, subject to all existing sign standards related to size, placement, design, materials, and maintenance would remain in effect. The proposed amendment would remove an outdated regulatory requirement while preserving the County's existing authority over winery signage.

D. Modernize and Simplify Micro-Winery Ordinance (MWO)

On March 11, 2025, the Board received a status report presentation from staff on the MWO at which time the Board amended the ordinance to remove the sunset date as well as directed staff to return to the Board at a future date with a recommended ordinance update after analyzing and identifying improvement that are under local control. Staff returned to the Board on May 6, 2025, to introduce proposed amendments to the MWO that included: 1) increasing the maximum annual production limit from 5,000 to 10,000 gallons, 2) increasing the allowable average daily trips (ADT) from 20 to 40, 3) allowing no more than 10 marketing events per year each with no more than 30 attendees, 4) revising the approval process to include a Zoning Administrator Notice of Intent to Approve with a public hearing only upon request, and 5) clarifying that vineyards on the same property or contiguous parcels under the same ownership must be established and producing grapes at the time of application.

Following its discussion, the Board directed staff to refer the proposed amendments to the Planning Commission for review and consideration prior to returning to the Board. The Planning Commission

subsequently reviewed the proposed amendments on August 25, 2025; however, deliberations focused on state requirements and other regulatory realities outside of the County's purview, which ran counter to the direction provided to the Commission by the Board. As such, no substantive changes or additional direction were provided for staff to incorporate into the ordinance amendments presented to the Board.

As directed, staff is returning to the Board to present and receive direction on recommend amendments to the MWO, which are summarized as follows:

1. Increase Operational Thresholds (previous recommendation)

Increase annual production limits from 5,000 gallons to 10,000 gallons and increase visitation allowances from 20 ADT to 40 ADT. These thresholds would better reflect current business realities while remaining consistent with current practices related to Small Winery Exemptions, which allowed for up to 20,000 gallons.

2. Remove Estate Grape Requirement (new recommendation)

Delete the requirement that 75 percent of grapes be sourced from the winery estate. This requirement has proven difficult to administer and may unnecessarily limit business flexibility without providing a corresponding land use benefit. It could also unfairly burden new wineries relative to larger wineries seeking a traditional winery use permit.

3. Remove the existing two-year waiting period before a modification request may be submitted. This would allow permit holders to respond more effectively to changing market conditions and operational needs. (new recommendation)

4. Simplify Winery Permit Categories (previous recommendation)

Consider incorporating micro-wineries into the broader winery regulatory framework to reduce the number of winery use permit classifications and simplify administration. Under this approach, new wineries producing between 201 and 10,000 gallons annually and generating no more than 40 ADT could be reviewed by the ZA.

Consistent with the proposed ZA hearing reforms, approval authority would remain with the ZA, with hearings conducted only when requested by an interested party. This approach could simplify the permitting structure while preserving existing levels of review and public participation.

E. AB 720 Pilot Program

Section 18.126.065 of the NCC currently allows wineries to designate areas for on-site outdoor wine consumption, consistent with Section 23358 of the California Business and Professions Code (AB 2004 - Evans, 2008, the "Picnic Bill"), within the existing winery development area, provided the location is at least 500 feet from the nearest off-site residence and does not result in an increase in visitation or marketing activities.

Accordingly, Napa County already provides a regulatory pathway for outdoor wine tasting on winery parcels under specified conditions. The current exclusion of winery parcels from the AB 720 pilot program is primarily due to requirements administered by the California Department of Alcoholic Beverage Control (ABC), rather than County zoning regulations. If directed by the Board, staff would work with the Fire Marshal to evaluate whether portions of the pilot program could appropriately be extended to winery properties, subject to applicable ABC requirements and any necessary local land use standards.

F. Appeals - Summary of Napa County Appeals Ordinance (Chapter 2.88) and Recent Land Use Appeal Activity

At the Board's direction, staff have prepared the following summary of land use appeals (Attachment B) filed over the past three years. This report provides an overview of the appeal procedures established in NCC Chapter 2.88, and the attached table summarizes appeal activity between May 2023 and May 2026, and places that activity into context by comparing the number of appeals to the overall number of discretionary land use approvals considered by the County during the same period.

NCC Chapter 2.88 establishes the procedures governing appeals of discretionary decisions to the Board of Supervisors. The ordinance provides that any interested person may appeal a discretionary land use decision by filing a timely Notice of Intent to Appeal within ten working days of the decision, followed by submission of a complete appeal packet and payment of all required fees within an additional ten working days. The appeal packet must identify the specific factual and legal determinations being challenged and include all supporting arguments and evidence. Any grounds not included in the appeal packet are deemed waived. Once a complete appeal has been filed, the Board of Supervisors conducts a public hearing based on the record on appeal and any extrinsic evidence allowed. The ordinance is intended to provide a clear, structured, and transparent process while ensuring that an appellant fully identifies the issues to be considered by the Board.

Between May 2023 and May 2026, the County received 15 land use appeals involving discretionary land use decisions, primarily Use Permits for wineries and other development projects, as well as Erosion Control Plan (ECP) applications for the establishment of hillside vineyards. Winery-related projects accounted for 10 of the 15 appeals (67 percent), and Water Audit California was the appellant in nine of those winery appeals.

During the same three-year period, the County approved approximately 129 discretionary land use projects, including approximately 65 discretionary land use applications considered at public hearings by the Planning Commission or Zoning Administrator and 64 Erosion Control Plan applications for hillside vineyard development. Accordingly, approximately 12 percent of discretionary land use approvals during this period were appealed to the Board of Supervisors, meaning that nearly 88 percent of approved projects were not appealed.

Of the 15 appeals filed during this period:

- Five appeals were denied by the Board, which upheld the original approval.
- Six appeals were resolved through private settlements or other negotiated resolutions, including one that was settled before the appeal packet was perfected and two that were withdrawn following a private

settlement agreement.

- One appeal was upheld in part, resulting in denial of the project.
- One appeal resulted in the Board overturning the Planning Commission's denial and approving the project.
- One appeal was withdrawn after revisions to project requirements eliminated the basis for the appeal.
- One appeal remains pending.

Collectively, these appeals required approximately 2,173 hours of staff time, representing approximately $402,000 in resources over the three-year period. Although appeals comprise a relatively small percentage of the County's discretionary land use approvals, they require a disproportionate amount of staff and legal resources to administer.

G. Other Updates - Winery Use Permit Standard Conditions of Approval (SCOAs)

Since the Board's comprehensive update to the Winery Standard Conditions of Approval in December 2012, the County has relied on the SCOAs to provide a consistent set of operational, environmental, and monitoring requirements applicable to winery use permits. The Board subsequently considered additional revisions in 2017, adopting updates to improve clarity, incorporate changes in County practices, and established a periodic review process to ensure the conditions remain current and effective. Since that time, numerous changes in state law, County ordinances, Board policy, and permitting practices have occurred that are not reflected in the existing SCOAs. These include, among other things, enhanced groundwater evaluation requirements, implementation of groundwater sustainability planning, updated traffic demand management and vehicle miles traveled (VMT) requirements, revised greenhouse gas and climate action policies, changes to water conservation and monitoring practices, updated wildfire preparedness and emergency access standards, evolving best management practices for erosion control and stormwater management, and refinements to permit compliance and reporting procedures.

The update is also intended to improve permit administration by standardizing requirements across projects where appropriate, reducing ambiguity, increasing consistency in permit implementation, and providing applicants, neighbors, and decision-makers with greater predictability during the permitting and compliance process. Staff is currently conducting a comprehensive review of the Winery Standard Conditions of Approval to incorporate these changes, improve clarity and consistency, eliminate outdated provisions, and ensure the conditions continue to reflect current regulatory requirements and Board policy. Staff anticipates returning to the Board during the winter of 2026-2027 to present the proposed updates for discussion and direction.

NEXT STEPS

Following Board discussion and direction, staff will further evaluate the proposed concepts, prepare draft ordinance language, conduct environmental review, conduct stakeholder outreach and required public hearings at the Planning Commission, and return to the Board with specific amendments for further consideration.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Staff will not pursue technical and administrative amendments to Title 18 (Zoning) of the Napa County Code.
Is the general fund affected?	No
Future fiscal impact:	There is no future fiscal impact.
Consequences if not approved:	Technical and administrative amendments to Title 18 (Zoning) of the Napa County Code will not occur.
Additional Information:	Strategic Initiative: Preserve Napa County's Agricultural Legacy

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations, title 14, section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

April 10, 2026

Napa County Board of Supervisors
1195 Third Street, Suite 310
Napa, CA 94559

RE: Joint Wine Industry Regulatory Policy Recommendations

Chair Manfree and Supervisors:

The Napa County Farm Bureau, Napa Valley Vintners, Napa Valley Grapegrowers, and Winegrowers of Napa County speak today with one voice on behalf of Napa's agricultural community. The recommendations attached to this letter, developed collaboratively and approved by each of our Boards, represent both immediate actions and longer-term General Plan priorities that support the continued viability of agriculture in Napa County. The recommendations address specific, actionable opportunities across permitting, water policy, conservation, and long-term General Plan priorities, and strengthen Right to Farm protections.

We are grateful and encouraged that your Strategic Plan recognizes that a thriving agriculture and wine industry is central to a healthy and prosperous community. The attached recommendations directly support your Board's strategic goal to safeguard the Agricultural Preserve and shape land use policies that sustain Napa County's agricultural economy.

Agriculture contributes over $11.7 billion in economic benefit to Napa County, funding local government services, driving charitable investment in our communities, and supporting nearly 72% of the local workforce. That contribution, and the land use values that make it possible, deserve thoughtful and active protection.

The agricultural industry already carries a significant regulatory burden at the federal and state level. Local over-regulation, time delays, and outdated policies compound that burden, not only for farmers and growers, but for County staff and the communities that depend on a stable agricultural economy. Addressing these challenges is an opportunity for County and industry to work in concert toward shared goals.

We offer these priorities as stewards of both industry and community, seeking to balance meaningful change with the land use values that have protected Napa's scenic beauty and open space since the Agricultural Preserve was established nearly 60 years ago. We believe that honest feedback and thoughtful flexibility are themselves acts of stewardship, and that a resilient agricultural future depends on the willingness of the industry and County to adapt together. We are confident in your Board's commitment to that work and look forward to the conversation ahead.

Sincerely,

Michelle Benvenuto
Winegrowers of Napa County

Linda Reiff
Napa Valley Vintners

Caleb Mosley
Napa Valley Grapegrowers

Peter Rumble
Napa County Farm Bureau

DRAFT WINE INDUSTRY REGULATORY POLICY POSITIONS
APRIL 2026

IMMEDIATE PRIORITIES:

Project Approvals

- Update Napa County interpretation and application of AB 720 to include vineyards located on winery parcels.
- Update Napa County "Winery Signs" code to remove "By Appointment Only" sign requirement, allowing wineries to welcome walk-in visitors. Existing use permit visitation limits would remain in full effect and would not be expanded or modified by this change.
- Allow administrative approval for Marketing Plan changes that result in no net increase of intensity.
- Establish a clear process to quickly identify and manage incomplete applications to reduce staff burden.
- Streamline Zoning Administrator qualified projects to provide review of minor and CEQA-exempt changes.

Water Policy

- Adjust Groundwater Management Fee implementation - recalibrate fees based on realistic costs rather than a worst-case budget acknowledged to be about 20% inflated and redirect the County's contribution toward reducing initial agricultural fees rather than building reserves.

Conservation and Regulatory Modernization

- Include updated baseline tree canopy metrics in the BDR.
- Encourage offsite mitigation options.

Appeals Process (via County Counsel)

- Allow prevailing parties to recover county fees.
- Require appellants to disclose all parties in interest.

LONGER TERM/GENERAL PLAN CONSIDERATIONS:

WDO Changes

- Limit wine-related activities only by site capacity/infrastructure.
- Allow trade meetings without counting toward visitation limits.
- Maintain 75% Napa grape sourcing requirement.
- Support processing and sale of Napa-grown ag products (excluding hemp/cannabis).
- Expand permissible wine marketing activities, excluding weddings.

Zoning & Agriculture

- Protect agricultural zoning and maintain minimum lot sizes.
- Enforce fixed urban growth boundaries.
- Emphasize Right to Farm protections.
- Maintain existing definition of agriculture.

Conservation & Mitigation

- Implement comprehensive offsite mitigation strategies.
- Protect biodiversity through vegetation preservation.
- Invest in water infrastructure for treated urban water use.

Urban Planning

- Recognize vineyards as fire buffers.

SUMMARY OF LAND USE APPPEALS

MAY 2023 TO MAY 2026

Project Name and Type	Appellant's Name(s)	Date Appeal Filed	Disposition	CoCo Cost	CoCo Hrs	Staff Cost	Staff Hrs	Total Cost	Total Hrs
Hagafen Cellars (Winery)	Ariane Matschullat; Weathervane Ranch LLC	4/29/2026	Neighbor appeal (pending 8/11 BOS hearing).	$2,268	11.9	$2,955	15.00	**$5,223**	**26.9**
Silverado Spa (Resort)	Water Audit California	11/20/2025	Parties reached a settlement before appeal packet filed/perfected. Terms of settlement unknown to staff.	$525.00	2.5	$0	0.00	**$525**	**2.5**
Arrow and Branch Winery (Winery)	Water Audit California	1/12/2026	Parties reached a settlement. BOS adopted revised COA per parties' request. Per settlement agreement, applicant paid $25k in attorney's fees to WAC.	$10,836.00	62.8	$6,087.30	30.90	**$16,923**	**93.7**
Castello di Amorosa (Winery)	Water Audit California	4/29/2025	Parties reached a settlement. Terms of the settlement unknown to staff.	$12,390	59	$41,645.80	211.40	**$54,036**	**270.4**
Parable Winery (Winery)	FTM Investment/Parable Winery (Applicant)	3/11/2025	Appeal withdrawn after Public Works removed the requirement for a left turn lane.	$5,610.00	25.5	$471.30	2.70	**$6,081**	**28.2**
Bonny's Vineyard (Winery)	Water Audit California	1/26/2025	Appeal denied in its entirety. BOS upheld PC's approval. Litigation filed by WAC is currently pending.	$19,581.00	74.3	$6,329.00	33.30	**$25,910**	**107.6**
Hillwalker Vineyards (Winery)	Water Audit California	8/30/2024	Appeal denied in its entirety; BOS upheld PC's approval.	$20,812.00	94.6	$12,165.00	64.80	**$32,977**	**159.4**
William Cole Winery (Winery)	Water Audit California	5/29/2024	Appeal denied in its entirety; BOS upheld PC's approval.	$11,660.00	52.8	$14,832.60	83.80	**$26,493**	**136.6**
Vida Valiente Winery (Winery)	Hayes Drumwright (Applicant)	5/22/2024	Project denied by PC. Applicant appealed. BOS overturned PC's denial and approved project. Neighbor sued. Litigation is currently pending.	$15,928.00	87.2	$19,023.80	107.30	**$34,952**	**194.5**
Nova Business Park (Warehouse)	Water Audit California	1/8/2024	Parties reached a settlement; BOS adopted revised COA per parties' request. Settlement agreement provided to County w the joint request for revised COA. Applicant paid WAC $135k in attorney's fees.	$2,948.00	13.4	$1,327.50	7.50	**$4,276**	**20.9**

KJS and Sorrento (Vineyard)	Center for Biological Diversity	11/21/2023	Parties reached a settlement; BOS adopted revised COA per parties' request. Terms of settlement unknown to staff.	$7,414.00	33.7	$9,929.70	56.10	**$17,344**	**89.8**
Rutherford Ranch (Winery)	Water Audit California	7/5/2023	Appeal denied in its entirety; BOS upheld PC's approval.	$22,924.00	126.2	$33,990.60	192.30	**$56,915**	**318.5**
Duckhorn Vineyards (Winery)	Water Audit California; Preserve Lodi Lane	6/7/2023	PLL Appeal denied. BOS adopted revised COA per WAC's and applicant's request to resolve WAC appeal. Terms of settlement w WAC unknown to staff.	$37,994.00	265.2	$31,628.55	159.60	**$69,623**	**424.8**
Inglenook Residence (Residential driveway)	Water Audit California	11/15/2023	According to applicant's letter, after 12-mos negotiating a resolution WAC, on February 14, 2025, applicant abandoned the application because they were unable to reach agreement on WAC's attorney's fees.	$5,610.00	26.2	$6,664.00	37.40	**$12,274**	**63.6**
Le Colline Vineyards (Vineyard)	Center for Biological Diversity	4/7/2023	Appeal upheld in part. BOS reversed PBES Director's approval and denied the project.	$32,714.00	175	$5,752.50	60.20	**$38,467**	**235.2**
							Grand Total	**$402,017**	**2,172.60**