

**NAPA COUNTY AGREEMENT NO. 230284B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 230284B is made and entered into as of this 1st day of July 2024 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ALDEA CHILDREN AND FAMILY SERVICES, a not-for-profit corporation, whose mailing address is P.O. Box 841, Napa, CA, 94558, hereinafter referred to as "CONTRACTOR;"

RECITALS

WHEREAS, on October 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No 230284B (the "Agreement"), under which CONTRACTOR agreed to provide therapeutic school-based services to high risk juvenile court wards and minors in Alternative School settings; mental health counseling services to youth referred to the Juvenile Evening Reporting Center; mental health and anger management group services for minors under the supervision of the Napa County Probation Department and their families; and services to youth and their families ordered in to the Juvenile Hall Camp; and

WHEREAS, on July 1, 2023, COUNTY and CONTRACTOR modified the professional fees to increase billing rates; and

WHEREAS, COUNTY and CONTRACTOR now desire to modify the professional fees to increase billing rates with no change to the contract maximum; and

WHEREAS, 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 and CONTRACTOR hereby amend Napa County Agreement No. 230284B as follows:

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

Term of the Agreement. The term of this Agreement shall commence on October 1, 2022 and shall expire on June 30, 2025 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to

the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

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

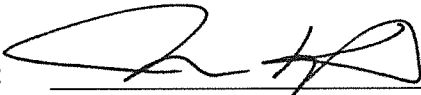
Compensation.

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached to Amendment No. 2 and incorporated by reference herein.
 - (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-2."
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **Two Hundred Ninety-Six Thousand, Eight Hundred Fifty-Six Dollars** (\$296,856) for professional services each fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
3. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" and Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 2.
 4. Except as provided in (1)-(3) above, the terms and conditions of the Agreement shall remain in full force and effect.
 5. **Electronic Signatures.** This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Amendment and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement No. 230284B was executed by the parties hereto as of the date first above written.

ALDEA CHILDREN AND FAMILY SERVICES

By: *Kerry Ahearn*
KERRY AHEARN, Chief Executive Director

By: 
JOHN KNIEP, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Douglas Parker (via e-sign)</i></u> Deputy Counsel Date: <u>May 23, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide, through its Children and Family Services program, the following services to COUNTY's Probation Department.

JUVENILE EVENING REPORTING CENTER (ERC)

CONTRACTOR shall provide a .80 FTE Case Manager (prevention staff) each fiscal year to provide behavioral health support to youth referred to the Juvenile Evening Reporting Center.

The center will operate Monday – Friday with hours going into the evening. CONTRACTOR shall work with Probation staff to establish a schedule during the hours of the evening reporting center. During the summer months, three to four, two-week Day Reporting Center (DRC) sessions will be staffed by one (1) Prevention Specialist and one (1) Probation staff.

SCHOOL AND JUVENILE HALL BASED SERVICES

Provide a .80 FTE Therapist (treatment staff) for Chamberlain High School and for substance use disorder screening, assessment, and evidence-based treatment in the Juvenile Hall. The .80 FTE is made up of the following:

The equivalent of a Master's level .70 FTE Therapist functioning as an integral part of the support team at Chamberlain High School shall assist with the provision of interventions and therapies for high risk juvenile court youth in the school-based setting. The objective of these interventions and therapies shall be to prevent more restrictive placement of these youths and to minimize education disruption. The Therapist shall use evidence-based therapy approaches (such as CBT, Motivational Interviewing, etc.).

A .10 FTE treatment counselor (Therapist or Behavioral Support Counselor) shall provide weekly substance use disorder treatment group and screening or ASAM assessment of youth in Juvenile Hall as individually indicated. Substance Use Disorder Treatment groups will be scheduled once per week in coordination with CONTRACTOR's facility schedules.

CONTRACTOR shall track all youth seen through this portion of the Agreement and shall report to COUNTY's Chief Probation Officer or designee the number of youths served, and number of sessions attended on a monthly basis. On a weekly basis, CONTRACTOR shall provide the Chief Probation Officer or designee reporting of attendance, name of youth, drug type tested along with results when known, and discharge summary report.

CONTRACTOR shall provide evidence-based Alcohol and Other Drug (AOD) treatment groups in the community, at the school site, and at the Probation Department. The Therapist shall act as a facilitator/coordinator for these groups.

TRAINING:

CONTRACTOR requires staff receive training that addresses the importance of understanding individual learning styles, and using activities, games and small groups to enhance the learning process. Such training shall be evidence-based, APPA-accredited and aligned with models research has proven to be effective in reducing recidivism.

Participation of joint training by COUNTY and CONTRACTOR related to the Evening Reporting Center shall be reimbursed by COUNTY.

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

EXHIBIT "B-2"

COMPENSATION REIMBURSEMENT

Services performed by CONTRACTOR for the following services below shall be invoiced based on actual hours worked.

- *Juvenile Evening Reporting Center (ERC)*
- *School and Juvenile Hall Based Services*
- *Training*

The billing rate for the above services is as follows:

Service Type/Level of Treatment	Rate
Case Manager	\$ 95.00 / hour
Treatment Staff (Therapist/ Behavioral Health Counselor)	\$127.00 /hour

Rates shall be effective July 1, 2024. Payment shall cover provision of case management, assessment, and group and individual treatment as defined in the Scope of Work. The FTE allocations include time for documentation, preparation, supervision, training, and care coordination with CONTRACTOR and other providers, as required to deliver the Scope of Work.

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of \$296,856 each fiscal year.