

**NAPA COUNTY AGREEMENT NO. 250072D
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250072D is made and entered into as of this 1st day of July, 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and THINK HOPEFUL, INC., whose business address is 5311 Roxburghe Court, San Jose, CA 95138, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on July 1, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No 250072D (the “Agreement”), under which CONTRACTOR agreed to provide an online platform for mental wellness services; and

WHEREAS, the Chief Probation Officer previously approved Napa County Agreement No. 250072D, and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement an additional three (3) fiscal years; and

WHEREAS, consistent with the COUNTY’s Purchasing Policy, this Amendment to the Agreement now requires approval by the Board of Supervisors; 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. 250072D as follows:

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

Term of the Agreement. The term of this Agreement shall commence on July 1, 2024 and shall expire on June 30, 2026 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). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in

effect, not to exceed two (2) additional years, 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.

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 rate set forth in Exhibit "B-1", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FORTY-NINE THOUSAND, FIVE HUNDRED DOLLARS (\$49,500) each fiscal year for professional services and expenses provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1" attached to Amendment No. 1.

4. Paragraph 29 is hereby added to read in full as follows:

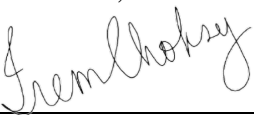
Signatures.

This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 250072D was executed by the parties hereto as of the date first above written.

THINK HOPEFUL, INC.

By 
IREM CHOKSY
CHIEF EXECUTIVE OFFICER AND PRESIDENT

By 
NADIM RAHMAN
CHIEF OPERATING OFFICER AND SECRETARY

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State
of California

By: _____
ANNE COTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>June 4, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “B-1”

COMPENSATION REIMBURSEMENT

To provide suite of services in *Exhibit A* during a 12-month period for 130 COUNTY Probation officers and staff for \$45,500.

CONTRACTOR shall invoice COUNTY 50% of the contract maximum each fiscal year by July 30th and the remaining balance shall be invoiced no later than December 31st each year.

For additional Wellness Workshop (support group), above the three (3) sessions indicated in *Exhibit “A”*, CONTRACTOR to deliver services virtually. The fee shall range between \$700 to \$1,000 depending on the needs and intensity of an unseen situation. COUNTY and CONTRACTOR shall agree in writing prior to the commencement of this service.