

**NAPA COUNTY AGREEMENT NO. 200382B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200382B is effective as of this 1st day of July, 2023 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, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on May 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200382D, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide tangible support services pursuant to Welfare and Institutions Code Section 156763(g) for Adult Protective Services Clients; and

WHEREAS, on July 1, 2022, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR to reflect the addition of State-allocated Home Safe Funds; revise Specific Term and Condition 3.5 to extend the term of the Agreement by one fiscal year; replace Exhibit A (“Scope of Work”) with Exhibit A-1 to add the definition for Home Safe Funds; and to replace Exhibit B (“Compensation”) with Exhibit B-1 to add a budget and include the addition of Home Safe Funds; and

WHEREAS, as on July 1, 2023, the Parties amend the Agreement to revise Specific Term and Condition 3.5 to extend the term of the Agreement through June 30, 2024; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum to accommodate higher utilization of services; revise Specific Term and Condition 3.5 to extend the term of the Agreement by one fiscal year; replace Exhibit A-1 (“Scope of Work”) with Exhibit A-2 with a clearer outline of services; and replace Exhibit B-1 (“Compensation”) with Exhibit B-2 to revise the payment structure and increase the maximum contract amount CONTRACTOR will be paid for FY2023-2024 and decrease the maximum contract amount CONTRACTOR will be paid for FY2024-2025.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. The maximum amount of the Agreement from the effective date of this Amendment No. 3 through June 30, 2024, shall be **One Hundred Ten Thousand Two Hundred Fifty Dollars (\$110,250.00)**, reflecting an increase of **Fifty-Seven Thousand Seven Hundred Fifty Dollars (\$57,750.00)**; and, the maximum amount of the Agreement from July 1, 2024 through June 30, 2025, shall be **Twenty-One Thousand (\$21,000.00)**, reflecting a

decrease of **Eighty-Nine Thousand Two Hundred Fifty Dollars (\$89,250.00)**, provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Section 3—Specific Terms and Conditions Section 3.5 is modified as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 and shall expire on **June 30, 2025**, 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. Exhibit A-1 is hereby replaced in its entirety with “Exhibit A-2” attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit “A-1” shall refer to “Exhibit A-2” from the effective date of this Amendment No. 3.
4. Exhibit B-1 is hereby replaced in its entirety with “Exhibit B-2” attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit “B-1” shall refer to “Exhibit B-2” from the effective date of this Amendment No. 3.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200382B as of the date first written above.

SHARE THE CARE NAPA VALLEY

By 
HEATHER LUNA, Executive Director

By 
BOB NATIONS, Board President

“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: <i>Jo Ann Iwasaki Parker</i> by esign</p> <p>Date: May 20, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>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-2”
SCOPE OF WORK
July 1, 2023 through June 30, 2024
(and each subsequent renewal terminating no later than June 30, 2025)

PURPOSE OF AGREEMENT

COUNTY, through the Adult Protective Services (APS) unit of its Health and Human Services Agency (HHSA) is mandated by state law to protect dependent adults and the elderly from abuse and neglect whether perpetrated by others or by self. To fulfil its mandate, APS needs to be able to respond to unpredictable and often urgent situations that jeopardize the health, safety, and well-being of vulnerable elders and dependent adults in Napa County. This Agreement is intended to assist COUNTY in carrying out its mandate by utilizing Share the Care (“CONTRACTOR”), as an additional resource to protect elder and dependent adults and enable them to remain safely in their homes.

1. DESCRIPTION OF SERVICES

CONTRACTOR, a non-profit organization dedicated to advocating for and supporting vulnerable elders and dependent adults, has a long history of providing an array of services that support an individual’s independence and ability to live safely at home. CONTRACTOR agrees to provide administration of APS tangible support services funds and APS Home Safe funds, for the sole purpose of meeting urgent health ,safety, and housing needs of APS identified clients. CONTRACTOR agrees to accept any liability arising from the APS tangible support services funds administration.

2. DEFINITIONS

The following definitions shall apply to the Description of Services:

- a. **Dependent Adult** is defined as any person residing in California, between the ages of 18 and 59, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- b. **Elder** is defined as any person residing in California, 60 years of age or older.
- c. **Tangible Support Services Funds** are defined as monies available to be spent on resources and/or services that are critical and necessary to protect an elder or dependent adult and preserve their ability to remain safely in their home. Tangible support services fund expenditures may include, but are not limited to, emergency food, clothing, repair or replacement of essential appliances, plumbing and electrical repair, blankets, linens, and other household goods.

- d. **Home Safe Funds** are described as funds available to be spent on any resource and /or service aimed at preventing or mitigating homelessness/housing issues for elder and/or dependent adults in or during the intake process for APS. Home Safe fund expenditures may include, but not be limited to, Landlord-Tenant mediation, housing cleanup, and repair.
- e. **Authorized Representative of the Client** is defined as someone the client chooses to act on his or her behalf or the legally appointed authority to act on behalf of the client.
- f. **Authorized Representatives of the Parties** are defined as the staff of the respective parties who are authorized, in connection with a specific case, to discuss, agree, and approve the provision of services.
 - i. For COUNTY, all authorizations for APS tangible support services and/or Home Safe funds expenditures shall be made by the APS Supervisor/Manager or by such APS staff as the Supervisor may designate in writing and communicate to CONTRACTOR.
 - ii. For CONTRACTOR, all agreements regarding the administration of APS tangible support services and/or Home Safe funds shall be made by the Executive Director of CONTRACTOR or by such staff as its Executive Director may designate in writing and communicate to the APS Supervisor/Manager.

3. COUNTY RESPONSIBILITIES

- a. When APS encounters a case that is determined to involve a threat to the safety, health, or well-being of an elder or dependent adult (“client”) who will benefit from APS tangible support services fund expenditures, APS supervisor will contact CONTRACTOR.
- b. APS Supervisor will provide CONTRACTOR with information regarding the client’s situation and will specify the type of resource(s) and/or service(s) needed and the timeframe in which the resource(s) and/or service(s) need to be provided.
- c. APS supervisor and CONTRACTOR will determine whether CONTRACTOR has the ability to provide the specified resource(s) and/or service(s).
- d. If CONTRACTOR agrees to provide the specified resource(s) and/or service(s), APS supervisor will provide a written request for a quote, via e-mail, to the CONTRACTOR. The request for a quote will include:
 - i. The specific type of resource(s) and/or service(s) requested and the timeframe within which said resource(s) and/or service(s) must be provided.
 - ii. The name, address, and phone number of the client for whom the resource(s) and/or service(s) are to be provided. If necessary, APS supervisor will also provide the name, address, and telephone number of the client’s authorized representative.
- e. Upon receipt of the quote from CONTRACTOR, APS supervisor will contact CONTRACTOR, via e-mail, and:

- i. **Authorize** the specified tangible support services and/or Home Safe funds expenditure. If tangible support services funds are authorized, the APS supervisor will also provide the contact information (name, telephone, and e-mail) of the APS staff person assigned to the case.
- ii. **Deny** the tangible support services fund expenditure.

4. CONTRACTOR RESPONSIBILITIES

- a. CONTRACTOR shall be available to respond to a request from APS supervisor within forty-eight (48) hours.
- b. If, after discussing the situation and need with APS supervisor, CONTRACTOR agrees to provide the specified resource(s) and/or service(s), CONTRACTOR will submit a quote to the APS supervisor, via e-mail, as soon as possible but not more than five (5) calendar days from the receipt of the request for a quote. The quote must include the following details:
 - i. Name and contact information of the individual or business providing the requested resource(s) and/or service(s).
 - ii. Cost of labor; either a total amount or a per hour rate.
 - iii. Itemized list of costs, excluding labor, (i.e., materials, dumping fees, etc.)
- c. If the APS supervisor authorizes tangible support services fund and/or Home Safe expenditure, CONTRACTOR will contact the APS staff person assigned to the case to communicate the plan to provide the agreed upon resource(s) and/or service(s) within the specified timeframe.
- d. CONTRACTOR will coordinate with its employees and/or agents to provide the agreed upon resource(s) and/or service(s) within the specified timeframe.
- e. CONTRACTOR will promptly communicate any concerns to the APS supervisor and the APS staff person assigned to the case, related to CONTRACTOR's ability to provide the authorized resource(s) and/or service(s), within the agreed timeframe.
- f. CONTRACTOR will maintain detailed records of tangible support services and Home Safe funds expenditures.
- g. CONTRACTOR will keep any client records in a secure place and ensure all client information is kept confidential.

5. REPORTING OF ADULT ABUSE OF NEGLECT BY CONTRACTOR'S STAFF

As mandated in the Welfare and Institutions Code Section 15630, CONTRACTOR, its employees, or agents, shall immediately contact APS by telephone and report any new incidents of abuse and/or neglect perpetrated against the elder or dependent adult being served. This telephone report shall be followed within two working days by a written report on the SOC 341 form, "Report of Suspected Dependent Adult/Elder Abuse."

6. VOLUNTARY NATURE OF SERVICES

COUNTY and CONTRACTOR acknowledge that all tangible support services fund expenditures must be consented to by the client or their authorized representative.

7. LIABILITY

COUNTY shall not be responsible for any action or inaction by any employee or agent of CONTRACTOR under the terms of this Agreement, which results in damages to the client's property or results in the injury or death of the client being served. CONTRACTOR shall further hold COUNTY harmless for any damages to property belonging to CONTRACTOR or to its employees, or to injuries to or death of its employees or agents while providing services under the terms of this Agreement.

EXHIBIT “B-2”
COMPENSATION
July 1, 2023 through June 30, 2024
(and each subsequent renewal terminating no later than June 30, 2025)

FISCAL YEAR 2023-2024 (July 1, 2023- June 30, 2024)
CONTRACT MAXIMUM NO TO EXCEED \$110,250

LINE ITEM	AMOUNT
Tangible Supportive Direct Client Services	\$10,000
Home Safe Direct Client Services	\$95,000
Admin (5% of Direct Costs)	\$5,250
TOTAL	\$110,250

FISCAL YEAR 2024-2025 (July 1, 2024- June 30, 2025)
CONTRACT MAXIMUM NOT TO EXCEED \$21,000

LINE ITEM	AMOUNT
Tangible Supportive Direct Client Services	\$10,000
Home Safe Direct Client Services	\$10,000
Admin (5% of Direct Costs)	\$1,000
TOTAL	\$ 21,000

With the written approval of the Director of COUNTY's Health and Human Services Agency (HHS) 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.

1. AUTHORIZED SERVICES

CONTRACTOR shall only be compensated for those services specifically requested and authorized by the APS Supervisor or their designee via a referral form that details maximum amount of hours and/or work to be performed. COUNTY shall not compensate CONTRACTOR for any services not pre-approved in writing for which the CONTRACTOR would normally provide, free of charge, to elder and dependent adults accessing services directly from CONTRACTOR or through referrals from community-based organizations.

2. ADMINISTRATIVE REIMBURSEMENT FOR TANGIBLE SUPPORT SERVICES AND HOME SAFE FUNDS

COUNTY shall only compensate CONTRACTOR for the actual cost of pre-authorized tangible support services and/or Home Safe funds expenditures, plus a 5% administrative fee calculated on the amount of the authorized services fund expenditure. Compensation shall be based on resources actually purchased and services actually rendered.

3. REIMBURSEMENT

Within **fifteen (15) days**, from the last day of the month in which the resource(s) and/or service(s) was (were) provided, CONTRACTOR will submit an invoice, via e-mail, to the APS Supervisor.

- a. Invoices must include the following information:
 - i. Name of the client for whom the resource(s) and/or service(s) was (were) provided.
 - ii. Name the funding utilized for the requested resource(s) and/or service(s).
 - iii. Name and contact information of the individual or business providing the requested resource(s) and/or service(s).
 - iv. Date and copy of referral of the resource(s) and/or service(s) was (were) provided.
 - v. Cost of labor; either a total amount or per hour rate.
 - vi. Itemized list of additional costs, excluding labor, (ie. materials, dumping fees, etc.).
 - vii. Amount of the 5% administrative fee.

- b. CONTRACTOR understands and accepts that COUNTY will not reimburse CONTRACTOR for any portion of tangible fund expenditures or administrative fee if invoice is presented more than thirty (30) days after the end of the month in which the resource(s) and/or service(s) was (were) provided.