

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 210337B**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 210337B** is effective as of the 31st day of December 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **COPE FAMILY CENTER, INC.**, 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**, as of May 18, 2021, COUNTY and CONTRACTOR entered into County Agreement No. 210337B (hereinafter referred to as "Agreement") for CONTRACTOR to provide assistance with CSII COVID-19 and Vaccine Community Engagement; and

**WHEREAS**, as of December 31, 2021, the Parties wish to extend the term of the Agreement through June 30, 2022 with no increase to the contract maximum and replace Exhibit A (Scope of Work) with Exhibit A-1 and replace Exhibit B (Compensation, Financial Reporting and Budget) with Exhibit B-1 to reflect the new expiration date with no other change to the terms of those Exhibits.

**TERMS**

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

1. Specific Term and Condition 3.4. is modified to read as follows:

Term of Agreement. 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, 2022**, 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) of the General Terms and Conditions. The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) of the General Terms and Conditions 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).

2. As of the effective date of this amendment, Exhibit A is hereby replaced with "Exhibit A-1," attached hereto and incorporated by this reference herein. All references in the

Agreement to Exhibit "A" shall refer to "Exhibit A-1" which is revised by virtue of this Amendment No. 1.

3. As of the effective date of this amendment, Exhibit B is hereby replaced with "Exhibit B-1," attached hereto and incorporated by this reference herein. All references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" which is revised by virtue of this Amendment No. 1.
4. Except as provided in this Amendment No. 4 to the Agreement, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 210337B as of the date written above.

COPE FAMILY CENTER, INC.

By Michele Grupe  
MICHELE GRUPE, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
ALFREDO PEDROZA  
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p><i>By: Rachel L. Ross (e- signature)</i></p> <p><i>Date: 11/4/21</i></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A-1**  
**CSII COVID-19 and Vaccine Community Engagement- Cope Family Center**  
**SCOPE OF WORK**

**Upon approval through June 30, 2022**

**Background**

- Napa County Public Health has allocated \$30,000 of the total \$150,000 Cross-sector Innovation Initiative (CSII) grant award for community engagement during a disaster, with an emphasis on barriers to access and support during the COVID-19 pandemic. Securing funding for this purpose is directly in alignment with the State and Blue Shield's requirement that all vaccinators address equity in their vaccination planning, and partner directly with community-based organizations. These funds will be used for interview stipends, meeting materials, print resources, and other costs associated with engaging community members in interviews, focus groups, and surveys with the goal of identifying barriers to access and support during the pandemic. In addition, these funds will be used to identify strategies for ensuring vaccine uptake, in partnership with the Community Immunity Workgroup consisting of vaccinators in Napa County and our community-based organizations.
- Cope Family Center is listed as one of three required grant partners in Napa County Public Health's contract with CSII, which allows them to receive CSII funds for grant deliverables. As a family resource center centrally located in Napa County where our most vulnerable residents seek ongoing support, Cope Family Center is uniquely positioned and qualified to manage the allocation of grant stipends and organization of community engagement. They are also key members of the Community Organizations Active in Disasters (COAD) and have the administrative and fiscal infrastructure readily available to engage residents who need added support related to the impact of COVID-19. This includes vaccine hesitancy, and economic barriers to accessing vaccines (such as internet access, transportation, lack of paid time off to receive the vaccine, or sick time for any vaccine side effects).
- County EOC/Public Health staff will be working with Cope Family Center, the Community Immunity Workgroup, and other community grant partners, to ensure the information and education disseminated in the community is in alignment with County principles and processes.
- While County staff have been activated as part of the EOC response, community stakeholder participation and input is critical to the success of consistent community engagement practices and community immunity efforts, especially in reaching hard-to-reach populations. Community-based organizations have long-existing relationships with community members and are trusted sources of information.
- This Agreement and Exhibit may be provided directly to the State or the Blue Shield Third Party Administrator as proof of the County's efforts toward engaging community-based organizations in the County's vaccination equity planning.

**Contractor Responsibilities:**

CONTRACTOR shall use grant funding to complete Objective 2 of Goal 1 of the CSII grant agreement. Contractor will take ownership over all administrative duties associated with interview stipends, including managing the system for dispersing stipends, and making sure that funds are distributed appropriately. Cope Family Center will utilize best practices such as human-centered design to engage community members around themes of respect and social inclusion, and access during a disaster.

Objectives	Deliverables	Deadlines
<b>Goal 1:</b> Increase respect and social inclusion in Napa County through expanding the use of human-centered design as a tool for authentic community engagement		
Objective 2: Apply human-centered design models to community engagement practices	Summary of all aspects of design process, including but not limited to: Community engagement meetings and outcomes, prototypes offered and feedback received, performance measures, implementation plan, and final project iteration.	June 30, 2022

CONTRACTOR shall also:

- I. Collaborate with Public Health to ensure that prototypes, performance measures and implementation plans align with CSII grant deliverables and County principles and processes.
- II. Track expenditures for quarterly grant reports, provide access to expense tracking as needed, and collaborate with Public Health to submit deliverables.
- III. Participate in CSII meetings and on-site visits.
- IV. Engage at least 500 people through interviews, surveying, focus groups, social media messaging, and convening at least 3 human-centered design cohorts.



**EXHIBIT B-1**  
**CSII COVID-19 and Vaccine Community Engagement- Cope Family Center**  
**COMPENSATION, FINANCIAL REPORTING, AND BUDGET**  
**Upon approval through June 30, 2022**

**Compensation**

CONTRACTOR shall receive \$30,000 of the total \$150,000 in grant funds awarded to Public Health, in advance of services rendered. Contractor will track expenditures for quarterly grant reports.

**Fiscal Reporting**

CONTRACTOR shall be entitled to compensation only for deliverables as described in Exhibit A.. The contract maximum is \$30,000 through June 30, 2022. CONTRACTOR's actual costs shall not exceed the contract maximum. The CONTRACTOR must submit an invoice or claim form to the County Public Health Fiscal Analyst on a quarterly basis (no later than 30 days after the end of the quarter) until the contract maximum is reached. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year.

Expenditure	Amount
Community Interview Stipends	\$20,000
Meeting materials, printed resources, prototype materials	\$10,000
Administrative and Indirect costs	\$0.00-To be covered by Cope Family Center

Signature: Michele Grupe  
Michele Grupe (Nov 4, 2021 14:58 PDT)

Email: [mgrupe@copefamilycenter.org](mailto:mgrupe@copefamilycenter.org)

