

**NAPA COUNTY AGREEMENT NO. 230355B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230355B is effective as of the 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **UPVALLEY FAMILY CENTERS OF NAPA COUNTY**, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about April 4, 2023, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230355B (hereinafter referred to as "Agreement") for CONTRACTOR to expand the Senior Wellness Program and launch Conversaciones con Los Abuelos (Conversations with the Grandfathers); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to further amend the Agreement to increase the contract maximum, modify Specific Term and Condition 3.4 to extend the term of the Agreement through June 30, 2026, replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1 (Compensation, Financial Reporting, and Budget).

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 payment on Page 1 of the Agreement shall be **Two Hundred Seventy-Four Thousand Forty Dollars (\$274,040.00)** of which **One Hundred Twelve Thousand Seven Hundred Ninety Dollars (\$112,790.00)** is increased by virtue of the Amendment No. 1; 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. Specific Terms and Conditions 3.4 is amended to read in full 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 June 22, 2021 and shall expire on **June 30, 2026**, 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). 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 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 shall be replaced with "Exhibit A-1" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit A shall refer to "Exhibit A-1" as of the effective date of this Amendment No. 1.
4. Exhibit B shall be replaced with "Exhibit B-1" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B shall refer to "Exhibit B-1" as of the effective date of this Amendment No. 1.
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. 1 to Napa County Agreement No. 230355B as of the first date written above.

UPVALLEY FAMILY CENTERS OF NAPA COUNTY

By 
JENNY OCON, Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>No Ann Iwasaki Parker</i></u> Deputy C.C. by e-signature</p> <p>Date: July 24, 2024</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-1
SCOPE OF WORK
**UpValley Family Centers Senior Wellness
Prevention and Early Intervention (PEI) Program**

July 1, 2024 through June 30, 2026

Background

UpValley Family Centers' Senior Wellness Program delivers culturally competent, linguistically appropriate services for low-income and Latino/a seniors to promote wellness, foster mental health, reduce social isolation, and build a sense of community. Mental Health Services Act (MHSA) PEI funding will allow UVFC to expand their reach to more older adults and launch innovative new services, including *Conversaciones con Los Abuelos (Conversations with the Grandfathers)*, a cross-generational pilot project to connect older Latino men with Latino youth through creative activities for low-income older adults who live in Calistoga's age-restricted mobile home communities. Funding will also sustain critical outreach to older adults throughout the UpValley region, many of whom are socially and geographically isolated, and conduct guided referrals to wellness resources.

Program Outputs

Outreach

- CONTRACTOR shall conduct 12 outreach events including presentations and tabling at events;
- 200 total outreach connections shall be made older adults (measured via number of flyers distributed), as well as informing case managed clients about expanded social/educational opportunities. Presentations shall take place at mobile home parks, faith organizations, and with health providers as well as tabling at community events.

Senior Groups

- Recruit 10-15 older Latino men and eight Latino youth volunteers to participate in *Conversaciones con Los Abuelos (Conversations with the Grandfathers)* group.
- Recruit 15-20 older Latina women to participate in Latina Senior Women's Group.
- A total of 144 sessions will be conducted.

Counseling/Therapy Services

- Seniors in need of Counseling/Therapy Services will be referred for services.
 - 5 seniors per week will receive counseling/therapy services as needed.
 - 40 unduplicated individuals will receive counseling/therapy services.
 - A total of 500 counseling/therapy sessions will be provided.

Program Outcomes

CONTRACTOR shall report progress on the following program outcomes:

Outreach

- 200 low-income and isolated UpValley seniors learn about available services.

Senior Groups

- 80% of older adult participants will report that the groups have helped them better understand how to manage stress and anxiety.
- At least 60% will report feeling more comfortable talking with others about seeking help for mental health concerns.

Therapy Services

- 85% of individuals receiving therapy will successfully complete brief treatment reducing the impact of mental health issues.
- 75 referrals will be made to external wellness resources and services.

Evaluation

CONTRACTOR shall be required to participate in the Behavioral Health Division’s PEI Evaluation process. The evaluation supports the implementation and fidelity to evidence-based and/or community defined best practice and aligns program activities with the current PEI regulations. The COUNTY reserves the right to change or adjust data requirements and evaluation process to align and adhere with the changing State PEI regulations. CONTRACTOR shall also track the success of the Senior Wellness Program by measuring the outcomes determined by CONTRACTOR and COUNTY through the development or refinement of program logic models and outcomes report templates developed in consultation with COUNTY’s Evaluator.

Staff Supervision and Agency Responsibilities

To preserve the autonomy and efficient functioning of CONTRACTOR staff performing these services, direct supervision of all CONTRACTOR staff shall be the sole responsibility of CONTRACTOR. However, CONTRACTOR staff shall be expected to coordinate and cooperate with COUNTY staff to achieve maximum outcomes.

Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. Data collection requirements are determined by PEI regulations and the Behavioral Health Division, and the development of data collection tools will be supported by the evaluation as indicated. CONTRACTOR shall submit reports of activities and outcome measures two (2) times per year to the MHSA Project Manager.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

The reports shall include, but not limited to, Organizational Partnerships, Outreach Data, Workshop Topics and Attendance, Participant Demographics, Number of Screenings and Referrals.

All reports shall be submitted on spreadsheet templates and forms provided by the COUNTY unless another reporting method is approved by the COUNTY. The COUNTY reserves the right to request additional information and data it may deem necessary.

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to:
 - Service Logs
 - Client Demographic Logs
 - Events, services, and trainings sign-in sheets
 - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - Other documentation as needed

- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- CONTRACTOR shall perform internal quality management activities, including chart/log audits. CONTRACTOR shall provide evidence of its internal quality management activities on a quarterly basis or upon request by the COUNTY.
- COUNTY shall monitor CONTRACTOR'S provision of services by conducting at least one contract monitoring meeting per year.
- COUNTY shall give a 30-day notice of the monitoring meeting to the CONTRACTOR and shall specify the documentation that shall need to be available at the time of the visit.
- Audit visits may require the review of the following documents: records which delineate outreach, services, trainings, etc. provided to specific groups, providers or organizations and the date of the outreach, services, training, etc. including documentation of educational training curriculum, and documentation of staff hours in providing the outreach, services, trainings, etc. The visit may also include a review of the documentation of CONTRACTOR'S internal quality management activities with a focus on key quality factors (such as the appropriateness of the support group curriculum) and key risk factors (such as the adherence to Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funding standards) as well as risks for the individual with mental illness. COUNTY may add additional elements to be reviewed at any time.
- COUNTY shall perform the site visit utilizing a monitoring tool. COUNTY shall provide CONTRACTOR with the opportunity to respond (within 30 days of the site visit) to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.
- CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness of CONTRACTOR service and/or accidents occurring in the course of service delivery.

CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall provide cultural competence training, to all staff, and submit documentation of training, including sign in sheets and flyers. Staff can also participate in cultural competence trainings offered by COUNTY. Either CONTRACTOR or COUNTY provided trainings are acceptable.

RECOGNITION OF COUNTY FUNDING

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

The UpValley Family Centers' Senior Wellness Program is funded by Napa County Health and Human Services Behavioral Health Division through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the Behavioral Health Division, which strives to improve mental health outcomes for individuals and families throughout the community.

Conflict Resolution and Mediation

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Behavioral Health Director or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

MHSA ISSUES RESOLUTION PROCESS

If the CONTRACTOR is dissatisfied with any MHSA activity or process, the CONTRACTOR may submit a grievance by completing a MHSA Issue Resolution Form. The grievances may be submitted in writing, fax or on the COUNTY website:

[MHSA-Issue-Resolution-Form-1-27-2021 \(countyofnapa.org\)](https://www.countyofnapa.org/mhsa-issue-resolution-form-1-27-2021)

Decreases in State Allocation of MHSA funds: budget Contingencies

COUNTY may adjust or revise CONTRACTOR'S budget as needed due to increases or decreases in the amount of funds available for CONTRACTOR'S program(s). If it becomes necessary to reduce the CONTRACTOR's funding, COUNTY shall notify CONTRACTOR as soon as official notice has been received and COUNTY shall work with CONTRACTOR to prepare a revised budget plan and amend this agreement to reflect the increase or decrease of MHSA funds for Prevention and Early Intervention services.

EXHIBIT B-1
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

**UpValley Family Centers Senior Wellness
Prevention and Early Intervention (PEI) Project**

July 1, 2024 through June 30, 2026

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Senior Wellness Prevention and Early Intervention Program as described in Exhibit A. The CONTRACTOR must submit invoices to the MHSA Coordinator 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.

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.

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 MHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to BHInvoices@countyofnapa.org. Invoices shall be paid by COUNTY within 60 days of receipt. Invoices that are received by the County more than 60 days after the month being billed may not be paid. Unspent FY 24-25 funds shall carry over into FY 25-26. Any questions concerning invoicing shall be directed to the MHSA Coordinator.

CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY.

The Program Budget detail is as follows:

FY 24-25 Budget

A. EXPENDITURES	Total Amount
1. Human Resource Expenditures	\$78,712

This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/ hourly/contract employees as appropriate.		
2. Operating and Direct Program Expenditures		\$40,279
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, Operating, and Direct Expenditures		\$118,991
4. Administrative Overhead Attributable to the Project/Program	15%	\$17,849
5. TOTAL FY 24-25 BUDGET		\$136,840

FY 25-26 Budget

A. EXPENDITURES		Total Amount
1. Human Resource Expenditures		\$81,018
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/ hourly/contract employees as appropriate.		
2. Operating and Direct Program Expenditures		\$38,286
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, Operating, and Direct Expenditures		\$119,304
4. Administrative Overhead Attributable to the Project/Program	15%	\$17,896
5. TOTAL FY 25-26 BUDGET		\$137,200