

**NAPA COUNTY AGREEMENT NO. 190166B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 190166B** is effective as of the 1<sup>st</sup> day of January 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and **EVER WELL HEALTH SYSTEMS, LLC**, whose business address is 391 Front Street, Suite E, Grover Beach, CA 93433, a California limited liability 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 August 15, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190166B (hereinafter referred to as “Agreement”) for CONTRACTOR to provide adult residential care facilities for COUNTY’s Health and Human Services Agency clients who are unable to stay in traditional board and care community placements because their mental health symptoms and/or behaviors prevent them from functioning at the level of independence required in other programs; and

**WHEREAS**, on or about July 1, 2019, the Parties amended the Agreement to increase the contract maximum, modify Section 1-Contract Administration subparagraphs 1.4 to change the name of the program manager to the name of the current Deputy Director/Mental Health Division Deputy Director; delete Specific Term and Condition 3.4 to allow this Agreement to automatically renew; incorporate Section 3--Specific Terms and Conditions 3.5 to delegate authority to the Director of Health and Human Services to approve future amendments to Exhibits A and B, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement; and replace Exhibit B with Exhibit B-1 (Compensation) to include the revised rates; and

**WHEREAS**, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to increase the maximum dollar amount commencing in Fiscal Year 2023-2024, and each automatic renewal thereof.

**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 **Six Hundred Thousand Dollars (\$600,000.00)** of which **Three Hundred Fifty Thousand Dollars (\$350,000.00)** is increased by virtue of this Amendment No. 2; 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. Except as provided above, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 190166B as of the first date written above.

EVER WELL HEALTH SYSTEMS, LLC.

DocuSigned by:  
 By: Dr. Christopher Zubiato, DHA, MSW  
ABF1F0DE550245B  
**CHRISTOPHER ZUBIATE**  
 Chief Executive Officer

By: \_\_\_\_\_  
**RICHARD GROBERG**  
 Contract Administrator and Revenue Cycle Manager

“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: <i>Jo Ann Iwasaki Parker,</i> Deputy County Counsel by e-signature Dated: March 7, 2024</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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