

**NAPA COUNTY AGREEMENT NO. 200341B
AMENDMENT NO. 1**

SPACE LICENSE AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY SPACE LICENSE AGREEMENT NO. 200341B is made and entered into as of this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “Licensor,” and STANFORD YOUTH SOLUTIONS “doing business as STANFORD SIERRA YOUTH & FAMILIES”, a California nonprofit corporation, whose business address is 8912 Volunteer Lane, Sacramento, CA, 95826, hereinafter referred to as “Licensee” and collectively with Licensor, the “Parties.”

RECITALS

WHEREAS, on or about May 19, 2020, Licensee and Licensor’s Child Welfare Services Division entered into Napa County Agreement No. 220199B, formerly No. 8614 (“Agreement”), to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

WHEREAS, on May 19, 2020, Licensor and Licensee entered into License Agreement No. 200341B for the use of two (2) cubicles, non-exclusive use of common area facilities, and use of certain furnishings and office equipment in that property known as 2751 Napa Valley Corporate Drive (“Premises”) and is commonly known as South Napa Campus, for temporary use of space which is used by Licensee to provide one-on-one support, information, and training to parents who receive services through Child Welfare Services and/or Nexus Wraparound Services in Napa County, pursuant to the Agreement; and

WHEREAS, the term of the License Agreement is due to expire on June 30, 2025, even though the term of the Agreement extends beyond that date; and

WHEREAS, the Parties now desire to extend the term of License Agreement No. 200341B to be coterminous with Agreement No. 220199B, and any amendments thereto, or successor agreements between the Parties that provide the same or substantially similar services as the above referenced Agreement and adjust the terms slightly; and

TERMS

NOW, THEREFORE, the Parties hereby amend Napa County License Agreement No. 200341B as follows:

1. Paragraph 2 is amended to read in full as follows:
2. **TERM; TERMINATION FOR CONVENIENCE:** The term of this License Agreement shall commence on May 19, 2020. Unless terminated earlier in accordance with Paragraph 18, the term of the License Agreement shall be coterminous with the term

of services provided by the Licensee to Licensor pursuant to the provisions of Agreement No. 220199B, dated May 19, 2020, attached hereto as Exhibit "C," and any amendments thereto, or successor agreements that provide the same or substantially similar services as the above-referenced Agreement. Upon expiration or termination of that Agreement, or its successor agreements, Licensee's rights under this License Agreement shall also terminate.

2. Paragraphs 4(f) and 18 are added to read in full as follows:

4. FACILITIES, UTILITIES, MAINTENANCE AND EQUIPMENT:

(f) Fobs and Locks: Licensor shall provide Licensee with fobs to access Licensed Space during regular business hours. All fob requests shall go through the Licensor's Operations Supervisor of Health and Human Services Agency or the Operations Supervisor's designee and shall require a signature to obtain the fob. Fobs shall be returned to Licensor when the Agreement is terminated. Any changes to locks will require authorization from the Director of Public Works or the Director's designee.

18. CANCELLATION:

(a) Both Licensor and Licensee shall have the right to cancel this License Agreement by giving thirty (30) days prior written notice delivered to the other party of such cancellation. Cancellation of this License Agreement alone does not impact the Licensee's obligations under Agreement No. 220199B, dated May 19, 2020, with Napa County Child Welfare Services. For purposes of this Paragraph, notice of termination on behalf of Licensor may be given by the Director of Health and Human Services and/or the Director of Public Works.

(b) This License Agreement provides the site for services rendered by Licensee to the Napa County Child Welfare Services pursuant to Napa County Agreement No. 220199B, dated May 19, 2020, and any amendments thereto, or successor agreements that provide the same or substantially similar services as the above-referenced Agreement. In the event that Agreement No. 220199B is canceled or modified to the extent that Licensed Space is no longer required, this License Agreement shall terminate to coincide with the effective date of such termination or modification.


3. This Amendment No. 1 represents all the changes to the License Agreement agreed to by Licensor and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the License Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this License Agreement and shall have the same force and effect as a manually executed original. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. Except as provided in 1 through 4 above, the terms and provisions of the License Agreement shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the date first above written.

STANFORD YOUTH SOLUTIONS
dba STANFORD SIERRA YOUTH & FAMILIES

By: 
LAURA HEINTZ, PsyD
Chief Executive Officer

By: 
JOVINA NEVES,
Chief Financial Officer

“LICENSEE”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

"LICENSOR"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>December 5, 2024</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 "C"

NAPA COUNTY AGREEMENT NO. 220199B AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 220199B is effective as of the 5 day of ~~November~~ 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **STANFORD YOUTH SOLUTIONS dba STANFORD SIERRA YOUTH & FAMILIES**, whose mailing address is 8912 Volunteer Lane, Sacramento, CA 95826, 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 May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

WHEREAS, on or about April 20, 2021, the Parties amended the Agreement to decrease the annual contract maximum on page 1; replaced Exhibit A (Scope of Work) with Exhibit A-1 to eliminate one (1) Full-Time Employee (FTE) Parent Partner; and replaced Exhibit B (Compensation and Expense Reimbursement) with Exhibit B-1 to incorporate a new budget; and

WHEREAS, on or about November 16, 2021, the Parties amended the Agreement to increase the annual contract maximum on page 1; replaced Exhibit A-1 (Scope of Work) with Exhibit A-2 to add one (1) additional (FTE) Parent Partner; and replaced Exhibit B-1 (Compensation and Financial Reporting) with Exhibit B-2 to incorporate a revised budget; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to replace Exhibit A-2 (Scope of Work) with Exhibit A-3 to eliminate one (1) Full-Time Employee (FTE) Parent Partner and add one (1) Full-Time Employee (FTE) Youth Advocate; replace Exhibit B-2 (Compensation and Financial Reporting) with Exhibit B-3 to incorporate a revised budget; and rescind Special Terms and Conditions 3.4 which terminates the Agreement on June 30, 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. Exhibit A-2 is hereby replaced with "Exhibit A-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibits "A", "A-1" or "A-2" shall refer to "Exhibit A-3" commencing as of the effective date of this Amendment No. 3.
2. Exhibit B-2 is hereby replaced with "Exhibit B-3" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibits "B", "B-1" or "B-2" shall refer to "Exhibit B-3" commencing as of the effective date of this Amendment No. 3.


EXHIBIT "C"

- 3. Specific Terms and Conditions 3.4 is removed in its entirety.
- 4. Except as provided above, the terms and conditions 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. 3 to Napa County Agreement No. 2020199B as of the first date written above.

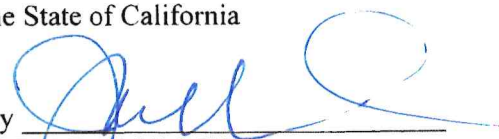
STANFORD YOUTH SOLUTIONS dba
STANFORD SIERRA YOUTH & FAMILIES

By 
LAURA HEINTZ, PsyD
Chief Executive Officer

By 
JOVINA NEVES,
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By 
JOELLE GALLAGHER
Chair of the Board of Supervisors

"COUNTY"

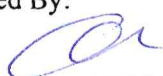

<p>APPROVED AS TO FORM Office of County Counsel By: By: <u>Douglas Parker (via e-sign)</u> Date: <u>September 25, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>November 5, 2024</u> Processed By:  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: </p>
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EXHIBIT "C"

EXHIBIT A-3 SCOPE OF WORK

**Stanford Sierra Youth & Families
CWS Peer Partner Services
Upon approval through June 30, 2025
(and each subsequent automatic renewal)**

CONTRACTOR (previously referred to as Stanford Youth Solutions, now dba as Stanford Sierra Youth & Families) shall provide Peer Partner Services (one Parent Partner and one Youth Advocate) to families whose children are currently involved in the Child Welfare system and Wraparound Services. The Peer Partner Services engages families in treatment and services and has been demonstrated to be a powerful tool to help families in overcoming the challenges of keeping their families safe and together. The Peer Partner Services will be fully embedded in Napa County's Health and Human Services (HHSA) Child Welfare Services (CWS) Division part of the System of Care. Services will provide a continuum of care with the common goal of engaging families and promoting the safety and well-being of at-risk children and families. Peer Partner Services partners with families which increases the likelihood that case service plans align with families' needs and that families will be more committed to, and likely to comply with, plans they had a say in developing. The Peer Partner Services provides the following benefits:

- Improved safety, permanency, and well-being outcomes;
- Increased placement stability;
- A reduction in the time spent in court, and its associated costs;
- Enhancement to the community's capacity to support families, which makes communities healthier;
- Improved family functioning;
- Increased family efficiency in the community; and
- A more culturally relevant and appropriate service delivery system.

The Peer Partner Services shall provide advocacy, support, guidance, engagement, community resources, collaboration, prevention services, including education and local resources outside the COUNTY system, to families who are currently involved with the Child Welfare system/Wraparound services, and to families at high risk of becoming part of the system.

CONTRACTOR shall ensure that both Parent Partner and Youth Advocate have already experienced the child welfare system, and can mentor, encourage, and instill hope in families newly involved with the system. CONTRACTOR shall employ, train and supervise Parent Partner and Youth Advocate.

SERVICES

CONTRACTOR shall provide the following services, as appropriate, for children and families who are enrolled in the Child Welfare system and Wraparound Services:

- CONTRACTOR shall perform this Agreement as an independent contractor.

EXHIBIT "C"

- CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.
- Two (2) full-time CONTRACTOR employees co-located at COUNTY's HHSA CWS Division's site from the Peer Partner Services: One Parent Partner and one Youth Advocate. CONTRACTOR shall provide computers, phones, email, and other equipment to fulfill project goals.
- CONTRACTOR shall be allowed to connect computers to the COUNTY Information Technology Services (ITS) system upon approval of CONTRACTOR equipment by ITS staff.
- Peer Partners provide a basic understanding how of CWS, the Juvenile Court System, and Wraparound services are organized and carried out in Napa County.
- Accompany parents and youths to planned meetings/appointments, participate in meetings providing support, linking families to community resources, express needs of families, court, treatment, self-sustainability, and provide transportation within Napa County, and for parents/youths residing in out of county treatment facilities as needed.
- Peer Partner Services ensure families (parents, caregivers and youth) are equal partners in the development and implementation of their service plans.
- Represent the needs and perspectives of families (parents, caregivers and youth) and ensure that families have access to prevention and support services that meet their individual needs.
- Ensure that services are family-centered, easily accessible, respectful of cultural, ethnic, and other community characteristics, and stigma free.
- Provide emotional support and advocacy to families.
- Provide one-on-one support, information, resources, and referrals to families in coordination with the department social worker.
- Support and assure that the families' desired outcomes are addressed through their family's court ordered case plan or Wraparound Service Plan.
- Coach and educate families (youth, parents and caregivers) to acquire greater communication, system navigation, and self-regulation skills while assuring that their personal goals and outcomes are met. Provide technical assistance to families to enable them to access appropriate services.
- Offer ongoing education and support groups that bring families with similar challenges and concerns together.

EXHIBIT "C"

- Provide on-going feedback and training to staff on the importance of a family's voice and choice and cultural sensitivity in all aspects of their case planning.
- Work within the Child Welfare system to maintain positive relationships among COUNTY employees and CONTRACTOR employees.
- CONTRACTOR developed a referral, tracking, and monitoring process for families receiving services. Initial contact to be made within forty-eight (48) hours of receiving the initial referral. The program will be flexible in providing services in terms of location, time of day, and day of the week in order to meet family needs.
- Develop an action plan identifying family needs, goals to be achieved, and specific tasks to reach the goals related permanency, safety, and well-being. Peer Partners will work with families on basic care and nutrition, budgeting, discipline, decision-making, safety planning, using support systems and child development using a prescribed parenting curriculum tailored to the parents' individual needs and cultural context. Youth will be engaged in their support plan.
- The length of Parent Partner and Youth Advocate involvement will be individualized and vary depending on the amount of time the case remains open, the extent of support the parent receiving services' needs, and the extent to which informal contacts occur after case closure.
- Collaborate and maintain regular contact with the CWS Social Worker (SW) on service provisions to ensure that case plan goals are being addressed.
- Develop a tool to assess the satisfaction of families receiving parent and youth advocacy through Peer Partner Services and administer the tool twice a year, providing the surveys and any aggregate data to CWS within thirty (30) days of the close of administration.
- Work with COUNTY to develop a "Parent Handbook" for parents and youth that will help them to successfully complete the CWS and Court process in a timely manner.
- At the request of CWS, the CONTRACTOR shall identify who can serve as the "parent voice" and "youth voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- CONTRACTOR shall ensure that all staff providing services to clients have undergone a criminal background clearance.

OUTCOMES

CONTRACTOR shall survey families twice annually to determine if:

- Parents, together with their child, feel supported throughout their experiences at HHSA's CWS and Wraparound.
- Parents and youth feel heard by SW and have a say in what happens to their child in the court process, the disposition, and supervision plan as well as the family plan for reunification.
- Parents and youths understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.

EXHIBIT "C"

- Parents and youths report that the services provided by CONTRACTOR are respectful of them and their ethnicity, culture, and history of their family.
- CONTRACTOR shall ensure staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs, and partnering with other agencies to provide seamless non duplicative services to the child and family).

CONFIDENTIALITY

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.
- CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827.

Dissemination of any information is disallowed regardless of whether it is in written or oral form.

DOCUMENTATION

- CONTRACTOR shall work with the COUNTY to determine how to document the services provided under this Agreement in a form acceptable to the COUNTY on a schedule agreed to by both parties, in addition to any requirements specified in the General Terms and Conditions.
- CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY's use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit and substantiation of claims for payment of services.
- Upon written notice from the CWS CONTRACT ADMINISTRATOR (CWS Contract Analyst), COUNTY at its sole discretion may impose additional requirements for documentation.

CONTRACT MONITORING

- CONTRACTOR is responsible for producing and maintaining all documentation (i.e. Surveys, Case Counts, etc.) required for monitoring.

EXHIBIT "C"

- 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 State and Federal regulations.
- CONTRACTOR is required to perform internal quality management activities, including case audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall 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 training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond 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 client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints 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.

EXHIBIT "C"

EXHIBIT B-3
COMPENSATION AND FINANCIAL REPORTING

Stanford Sierra Youth & Families
CWS Peer Partner Services
Upon approval through June 30, 2025
(and each subsequent automatic renewal)

CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's procedure for payment. CONTRACTOR shall submit a separate monthly invoice for each program, namely Child Welfare Services (CWS) and Wraparound services. Invoices shall be submitted to COUNTY **within sixty (60) days after the conclusion of each calendar month.**

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented, as defined in Budget Table below, and in Exhibit A.

PROGRAM EXPENSES	BUDGET
Personnel Expenses	\$159,510
This category includes Personnel/Salaries and Benefits expenses (for two full time (FTE) contractor employees for Peer Partner Services (Parent Partner and Youth Advocate), as well as Personnel/Salaries and Benefits associated with supervision of the Parent Partner positions by Family & Youth Partnership Management and program oversight	
Operating Expenses	\$55,490
This category includes cost associated with operating the program (i.e. computer licenses for mobile staff, conferences and training, mileage, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
Administration Expenses (10%)	\$21,500
TOTAL BUDGET	\$236,500

EXHIBIT "C"

NAPA COUNTY AGREEMENT NO. 220199B AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 220199B is effective as of the 16th day of November, 2021 by and between NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent, hereinafter referred to as "COUNTY" and **STANFORD YOUTH SOLUTIONS, INC**, whose mailing address is 8912 Volunteer Lane, Sacramento, CA 95826 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 May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

WHEREAS, on or about April 20, 2021, the Parties amended the Agreement to decrease the annual contract maximum on page 1; replaced Exhibit A Scope of Work with Exhibit A-1 to eliminate one (1) Full-Time Employee (FTE) Parent Partner; and replaced Exhibit B Compensation and Expense Reimbursement with Exhibit B-1 to incorporate a new budget; and

WHEREAS, the Parties wish to further amend the Agreement to increase the annual contract maximum on page 1; replace Exhibit A and Exhibit A-1 Scope of Work with Exhibit A-2 to add one (1) additional FTE Parent Partner and replace Exhibit B and Exhibit B-1 Compensation and Expense Reimbursement with Exhibit B-2 to incorporate a revised budget as of the effective date of this Amendment No. 2.

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 commencing as of the effective date of this Amendment No. 2 and each subsequent automatic renewal shall be **Two Hundred Thirty-Six Thousand Five Hundred Dollars (\$236,500.00)** per fiscal year, of which **One Hundred Eighteen Thousand Eight Hundred Dollars (\$118,800.00)** is added 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. Exhibit A and Exhibit A-1 are hereby replaced with "Exhibit A-2" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "A" and / or "A-1" shall refer to "Exhibit A-2" commencing as of the effective date of this Amendment No. 2 through June 30, 2022 and each automatic renewal thereof.

EXHIBIT "C"

- 3. Exhibit B and Exhibit B-1 are hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "B" and/or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2 through June 30, 2022 and each automatic renewal thereof.
- 4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 8614 as of the first date written above.


STANFORD YOUTH SOLUTIONS, INC.

By 
LAURA HEINTZ,
Psy. D. and Chief Executive Officer

By 
JOVINA NEVES,
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By 
ALFREDO PEDROZA
Chair of the Board of Supervisors

"COUNTY"

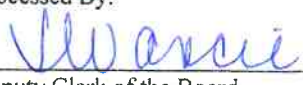

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u> Date: <u>October 12, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>November 16, 2021</u> Processed By:  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: </p>
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EXHIBIT "C"

NAPA COUNTY AGREEMENT NO. 8614 AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8614 is effective as of the 20th day of April, 2021 by and between NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent, hereinafter referred to as "COUNTY" and **STANFORD YOUTH SOLUTIONS, INC**, whose mailing address is 18912 Volunteer Lane, Sacramento, CA 95826 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 May 19, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 8614 (hereinafter referred to as "Agreement") for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and

WHEREAS, the Parties wish to amend the Agreement to decrease the annual contract maximum on page 1 of the Agreement as of the effective date of this Amendment No. 1 and each automatic renewal thereof; replace Exhibit A Scope of Work with Exhibit A-1 to eliminate one (1) FTE Parent Partner; and replace Exhibit B Compensation and Expense Reimbursement with Exhibit B-1 to incorporate a new 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 commencing as of the effective date of this Amendment No. 1 and each subsequent automatic renewal shall be **One Hundred Seventeen Thousand Seven Hundred Dollars (\$117,700.00)** per fiscal year, of which **One Hundred Eighteen Thousand Eight Hundred Dollars (\$118,800.00)** is reduced by virtue of this 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. Exhibit A is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment No. 1 through June 30, 2021 and each automatic renewal thereof.
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment No. 1 through June 30, 2021 and each automatic renewal thereof.

EXHIBIT "C"

- 4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 8614 as of the first date written above.


STANFORD YOUTH SOLUTIONS, INC.

By 
LAURA HEINTZ,
Psy. D. and Chief Executive Officer

By 
JOVINA NEVES,
Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By 
ALFREDO PEDROZA
Chair of the Board of Supervisors

"COUNTY"


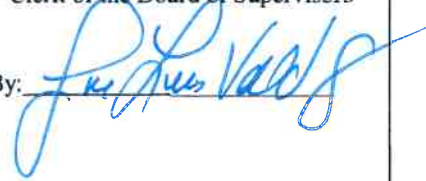
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas V. Parker (e-sign)</u> Date: <u>February 5, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>4/20/2021</u> Processed By: <u></u> Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
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EXHIBIT "C"

EXHIBIT A-1
SCOPE OF WORK
Stanford Youth Solutions
CWS Parent Partner Services
From the effective date of this Amendment No. 1 through June 30, 2021
(and each subsequent renewal)

CONTRACTOR shall provide Parent Partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system and the families at high risk of becoming part of these systems by providing prevention services, including education and local resources outside the COUNTY system.

CONTRACTOR shall ensure that Parent Partners have gone through the CWS system themselves and will be expected to perform services according to the scope of work.

SERVICES

CONTRACTOR shall provide the following services as appropriate, for families whose children are enrolled in County Systems:

- One (1) FTE housed at Napa County CWS, their time will be divided between the Nexus Program and any other cases, post-disposition hearing, as deemed appropriate. A parent partner will be provided to families receiving Nexus/Wraparound services for the entirety of the case.
- Provide a basic understanding of Child Welfare Services, the Juvenile Court System, and wraparound services as used in Napa County.
- Accompany parents to planned meetings as appropriate and provide transportation as needed.
- Provide emotional support and advocacy to family members.
- Provide one-on-one support, information, resources and referrals to families.
- Support and assure that the families' desired outcomes are addressed through their family (child's) plan.
- Work within the County systems to maintain positive relationships among co-workers.
- Develop a tool to assess satisfaction of families receiving parent advocacy/parent partner services and administer the tool twice a year, providing the surveys and any aggregate data to Child Welfare Services.
- Provide training and/or technical assistance to families to enable them to access appropriate services for their child.
- Work with CWS to develop a "Parent Handbook" for parents that will help them to complete the CWS and Court process in a timely manner.
- At the request of the Child Welfare Agency, the contractor shall identify parents who can serve as the "parent voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- Families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.

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CONTRACTOR shall insure that all staff providing services to clients have undergone a criminal background clearance.

CONTRACTOR staff shall be co-located with COUNTY project staff. CONTRACTOR shall provide computers, phones, email and other equipment to fulfill the project goals. CONTRACTOR shall be allowed to connect computers to the COUNTY ITS system upon approval of CONTRACTOR equipment by ITS staff.

OUTCOMES

- Families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.
- Families feel heard by social workers and have a say in what happens to their child in the court process, the disposition, and supervision plan as well as the family plan for reunification.
- Families understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.
- Families report that the services provided by Contractor are respectful of them and their ethnicity, culture and history of their family.
- Contractor staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs and partnering with other agencies to provide seamless non duplicative services to the child and family).

CONFIDENTIALITY

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to such requirements and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

DOCUMENTATION

- CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the COUNTY, in addition to any requirements specified in the General Terms and Conditions.
- CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY's use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit and substantiation of claims for payment of services.
- Upon written notice from its CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.

EXHIBIT "C"

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- 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 is required to perform internal quality management activities, including chart audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY may monitor CONTRACTOR's provision of services by conducting at least one site visit per year.
- COUNTY normally shall provide 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall 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 training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond 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 client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints 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.

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**EXHIBIT B-1
 COMPENSATION AND EXPENSE REIMBURSEMENT
 Stanford Youth Solutions
 CWS Parent Partner Services
 From the effective date of this Amendment No. 1 through June 30, 2021
 (and each subsequent renewal)**

PROGRAM EXPENSES	TOTAL BUDGET
PERSONNEL EXPENSES	\$78,000
This category includes the expenses of Personnel/Salaries and Benefits (includes 1 FTE Parent partner position, supervision of the parent partner positions by Family & Youth Partnership Management and program oversight. Stanford Youth Solutions offers a comprehensive benefits package, which equals to 25% of an employee's salary. Benefits include: Healthcare (Medical, Dental and Vision), Paid Time Off (1 Personal Day, Vacation, Sick and Holidays) Unemployment Insurance, Worker's Compensation Insurance, Employee Assistance Plan, etc.	
OPERATING EXPENSES	\$17,000
This category includes costs associated with operating the program (i.e. computer licenses for mobile staff, training, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
MILEAGE	\$12,000
This category includes contractor providing field-based services throughout Napa County. Contractor will be reimbursed for approved, reasonable, proper and necessary travel expenses incurred in conjunction with program related travel. Contractor to provide transportation for clients as needed. The current reimbursement rate is \$0.58 in accordance with the IRS standard mileage rate and is subject to change.	
TOTAL PROGRAM EXPENSES	\$107,000
ADMINISTRATION EXPENSES (10%)	\$10,700
TOTAL BUDGET	\$117,700

CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's standard procedure for payment. Without limiting and foregoing, promptly after the conclusion of each calendar month in which services were provided,

EXHIBIT "C"

CONTRACTOR shall prepare and submit an invoice to COUNTY for services provided in the month just concluded.

EXHIBIT "C"

**NAPA COUNTY AGREEMENT NO. 8614
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of this 19th day of May, 2020, by and between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," acting by and through its Purchasing Agent, and **STANFORD YOUTH SOLUTIONS, INC.**, 8912 Volunteer Lane, Sacramento, CA 95826 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."


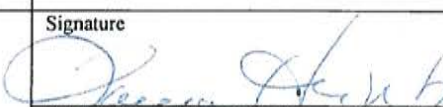
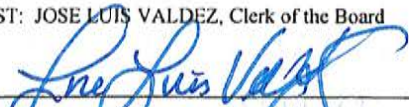


RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide parent partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are part of the Child Welfare system; and 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 hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions that are attached hereto and incorporated by reference herein, and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By: <u></u> DIANE DILLON, Chair of the Board of Supervisors	Signature <u></u>
ATTEST: JOSE LUIS VALDEZ, Clerk of the Board	Printed Name of Person Signing, and Title, if applicable LAURA HEINTZ, Psy. D., Chief Executive Officer
By: <u></u>	Signature <u></u>
DATE APPROVED BY THE BOARD: <u>May 19, 2020</u>	Printed Name of Person Signing, and Title, if applicable JOVINA NEVES, Chief Financial Officer
Processed by: <u></u> Deputy	

Maximum Amount of this Agreement per fiscal year: \$236,500.00
Term Expires: June 30, 2020
Automatic renewal of term is modified

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: Rachel L. Ross (e-signature) Date: April 10, 2020

EXHIBIT "C"

TERMS AND CONDITIONS

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 "Department" shall mean: Health and Human Services
- 1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Catherine Chase, Child Welfare Services Director
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Laura Heintz, Psy. D., Chief Executive Officer, 8912 Volunteer Lane, Sacramento, CA 95826
- 1.6 CONTRACTOR is a sole proprietor partnership corporation public agency other (specify) .
- 1.7 The source of funding for this Agreement shall be: This Agreement will be funded by Title IV-E, 2011 Realignment and County General Fund.
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: N/A

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at www.countyofnapa.org under "Departments/Health and Human Services Agency/HHSA Contract Documents." (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12" which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with

EXHIBIT "C"

a General Terms and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

- (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).
- (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).
- (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).
- (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).
- (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).
- (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).
- (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.
- (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.
- (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.
- (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)
- (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

EXHIBIT "C"

[] (l) Services have been determined by the Department Director that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.)

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Director of Health and Human Services to execute this Agreement on its behalf, COUNTY's Director of Health and Human Services determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of **five** additional fiscal years (the final renewal period concludes on **June 30, 2025**), under the same terms and conditions, 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).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, 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.

SECTION 4. Incorporated Documents. The following documents are incorporated by reference herein:

Exhibit A: Scope of Work (attached)

Exhibit B: Compensation and Expense Reimbursement (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT "C"

Exhibit D: Contractor's Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

EXHIBIT "C"

EXHIBIT A
SCOPE OF WORK
Stanford Youth Solutions
CWS Parent Partner Services
From the effective date of this Agreement through June 30, 2020
(and each subsequent renewal)

CONTRACTOR shall provide Parent Partner services to families whose children are enrolled in the Nexus Wraparound Program and/or are currently involved in the Child Welfare System. Also, provide prevention services, including education and local resources outside the COUNTY system, to families at high risk of becoming part of the system.

CONTRACTOR shall ensure that Parent Partners have already experienced the child welfare system, and can mentor, encourage, and instill hope in families newly involved with the system.

SERVICES

CONTRACTOR shall provide the following services, as appropriate, for children and families who are enrolled in the Nexus Program and/or are part of the Child Welfare system:

- CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.
- Two full-time CONTRACTOR employees co-located on Napa County CWS site; one (1) CONTRACTOR employee shall be in Nexus and one (1) CONTRACTOR employee shall be in Dependency Investigations ("DI") for Family Reunification services. Services for families in DI shall be provided for no more than 90 days per client, with flexibility based on CWS Supervisor or Manager approval in the event longer term support is needed. The goal for these services is for the CONTRACTOR employees to provide a concentrated effort at the beginning stage of the dependency case to help connect families during the heightened level of intensity during DI. A Parent Partner shall be provided to families receiving Nexus/Wraparound services for the entirety of the case.
- Provide a basic understanding how of Child Welfare Services, the Juvenile Court System, and wraparound services are organized and carried out in Napa County.
- Accompany parents to planned meetings as appropriate and provide transportation within Napa County and for parents residing in out of county treatment facilities as needed.
- Provide emotional support and advocacy to families.
- Provide one-on-one support, information, resources and referrals to families in coordination with the department social worker.

EXHIBIT "C"

- Support and assure that the families' desired outcomes are addressed through their family's court ordered case plan or Nexus Family Service Plan.
- Work within the Child Welfare system to maintain positive relationships among COUNTY employees and CONTRACTOR employees. .
- Develop a tool to assess the satisfaction of families receiving parent advocacy/Parent Partner services and administer the tool twice a year, providing the surveys and any aggregate data to Child Welfare Services within 30 days of the close of administration.
- Provide training and/or technical assistance to families to enable them to access appropriate services for their child.
- Work with County to develop a "Parent Handbook" for parents that will help them to successfully complete the CWS and Court process in a timely manner.
- At the request of the Child Welfare Services, the CONTRACTOR shall identify parents who can serve as the "parent voice" on committees and workgroups as new services program are being developed or existing ones being evaluated.
- Ensure families, together with their child, feel supported throughout the experiences at Napa County CWS and Nexus.

CONTRACTOR shall ensure that all staff providing services to clients have undergone a criminal background clearance.

CONTRACTOR staff shall be co-located with COUNTY project staff. CONTRACTOR shall provide computers, phones, email and other equipment to fulfill the project goals. CONTRACTOR shall be allowed to connect computers to the COUNTY ITS system upon approval of CONTRACTOR equipment by ITS staff.

OUTCOMES

CONTRACTOR shall survey families twice annually to determine if:

- Parents, together with their child, feel supported throughout their experiences at Napa County CWS and Nexus.
- Parents feel heard by social workers and have a say in what happens to their child in the court process, the disposition and supervision plan, as well as the family plan for reunification.
- Parents understand the system in which their child is involved and feel that they are being provided positive resources and interventions for their child and family.
- Parents report that the services provided by CONTRACTOR are respectful of them and their ethnicity, culture and history of their family.
- CONTRACTOR shall ensure staff understand the value of wraparound philosophy (i.e. partnering with families, being responsive to their strengths and needs and partnering with other agencies to provide seamless non duplicative services to the child and family).

CONFIDENTIALITY

- CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.

EXHIBIT "C"

- CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.
- CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. **Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

DOCUMENTATION

- CONTRACTOR shall work with the COUNTY to determine how to document the services provided under this Agreement in a form acceptable to the COUNTY on a schedule agreed to by both parties, in addition to any requirements specified in the General Terms and Conditions.
- CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY's use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit and substantiation of claims for payment of services.
- Upon written notice from the CWS CONTRACT ADMINISTRATOR (CWS Contract Analyst), COUNTY at its sole discretion may impose additional requirements for documentation.

CONTRACT MONITORING

- CONTRACTOR is responsible for producing and maintaining all documentation (i.e. Surveys, Case Counts, etc.) required for monitoring.
- 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 State and Federal regulations.
- CONTRACTOR is required to perform internal quality management activities, including case audits. CONTRACTOR shall show evidence of its internal quality management activities upon request by the COUNTY.
- COUNTY normally shall provide 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.

EXHIBIT "C"

- Under normal circumstances, the visit may require the review of the following documents: records, which delineate services, provided to specific clients and the date of those services, documentation of training curriculum that meets the required competencies as outlined above, and documentation of staff hours in providing the authorized services. The visit shall 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 training curriculum) and key risk factors (such as the adherence to funding standards) as well as client risks. COUNTY may add additional elements to be reviewed.
- COUNTY shall perform the site visit utilizing a screening tool. COUNTY shall provide CONTRACTOR with the opportunity to respond 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 client safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving client complaints 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.

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**EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT**

Stanford Youth Solutions

CWS Parent Partner Services

Budget

**From the effective date of this Agreement through June 30, 2020
(and each subsequent renewal)**

PROGRAM EXPENSES	TOTAL BUDGET
PERSONNEL EXPENSES	\$155,000
This category includes the expenses of Personnel/Salaries and Benefits (includes two full time contractor employee Parent partner positions, supervision of the parent partner positions by Family & Youth Partnership Management and program oversight. Stanford Youth Solutions offers a comprehensive benefits package, which equals to 25% of an employee's salary. Benefits include: Healthcare (Medical, Dental and Vision), Paid Time Off (1 Personal Day, Vacation, Sick and Holidays) Unemployment Insurance, Worker's Compensation Insurance, Employee Assistance Plan, etc.	
OPERATING EXPENSES	\$35,000
This category includes costs associated with operating the program (i.e. computer licenses for mobile staff, training, recruitment, mobile phones/supplies, insurance, flexible funding for family needs, etc.)	
MILEAGE	\$25,000
This category includes contractor providing field-based services throughout Napa County. Contractor will be reimbursed for approved, reasonable, proper and necessary travel expenses incurred in conjunction with program related travel. Contractor to provide transportation for clients as needed in Napa County only or out of county if residing in a residential treatment facility. The current reimbursement rate is \$0.575 in accordance with the IRS standard mileage rate and is subject to change.	
TOTAL PROGRAM EXPENSES	\$215,000
ADMINISTRATION EXPENSES (10%)	\$21,500
TOTAL BUDGET	\$236,500

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CONTRACTOR shall prepare and submit invoices for units of service provided hereunder in accordance with COUNTY's standard procedure for payment. CONTRACTOR shall submit a separate monthly invoice for each program, namely Child Welfare Services (CWS) and Nexus (Wraparound). Invoices shall be submitted to COUNTY within 60 days after the conclusion of each calendar month.

EXHIBIT "C"

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 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) of this Exhibit C.

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, but limited to no more than three full fiscal years, under the same terms and conditions, 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. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. 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 also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that

EXHIBIT "C"

funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both Parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which

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duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7 Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

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(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this

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Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

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2.9 Termination for Cause.

(a) If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting Party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets,

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and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either Party may change its address by notifying the other Party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

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2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- (c) Drug and Alcohol Policy.
- (d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

- (e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.
(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality

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or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at:

www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer, immediately in the following instances:

- (A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- (B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- (C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
- (D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

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(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this

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delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR

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performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

EXHIBIT "C"

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The Parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective Parties and that any action necessary to bind each such Party has been taken by that Party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the

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County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party's job openings where such publication or distribution is directed to the general public.

2.25 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

2.26 Attorney's Fees. In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

2.29. Other Terms and Conditions [Reserved.]

2.30 Acknowledgment of Funds; Compliance with Government Code Section 7550.

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in

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statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 Compliance with Federal Health Care Program Requirements. If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of November 8, 2019. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at:

www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this

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Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements. If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY

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immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

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2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good

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standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics.** CONTRACTOR understands that Napa County Health and Human Services (HHS) has adopted a Code of Ethics. If the Department Director determines that the HHS Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHS that CONTRACTOR has received, read, understands, and will abide by HHS's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHS upon written request.

2.39 **Electronic Billing System.** CONTRACTOR understands that Napa County Health and Human Services (HHS) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHS or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

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EXHIBIT D

**VENDOR ASSURANCE OF COMPLIANCE WITH THE NAPA COUNTY WELFARE
DEPARTMENT NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: **STANFORD YOUTH SOLUTIONS, INC.,**


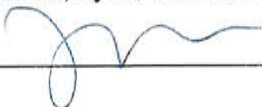
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

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THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Signature 
LAURA HEINTZ, Psy. D., Chief Executive Officer
Signature 
JOVINA NEVES, Chief Financial Officer