

**NAPA COUNTY AGREEMENT NO. 230041B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230041B is effective as of the 1st day of March 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **NAPA VALLEY CHILD ADVOCACY NETWORK, dba PARENT-CHILD ADVOCACY NETWORK, INC.**, a California non-profit corporation whose mailing address is 1909 Jefferson Street, Napa, CA 94558, 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 July 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230041B, for CONTRACTOR to provide Advocacy and Outreach Services for families of the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum; replace Exhibit A with Exhibit A-1 (Scope of Work); and replace Exhibit B with Exhibit B-1 (Compensation—Budget Detail and Payment Provisions).

TERMS

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **Three Hundred Sixty-Seven Thousand Three Hundred Thirty-Four Dollars (\$367,334.00)**, for Fiscal Years 2024-2025, 2025-2026 and 2026-2027, of which **Two Hundred Fourteen Thousand Five Hundred Dollars (\$214,500.00)** is increased by virtue of this Amendment No. 1; then, beginning July 1, 2027 and each subsequent automatic renewal thereof, the maximum amount of payment on Page 1 of the Agreement shall be **Two Hundred Sixty-Eight Thousand Three Hundred Thirty-Four (\$268,334.00)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. 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.
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.
4. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 230041B as of the date first written above.

PARENT-CHILD ADVOCACY NETWORK, INC.

Signed by:
B Araceli Soto
1380B07C404143F...
ARACELI SOTO, President

Signed by:
Marlena Garcia
2B231082B3E4457...
MARLENA GARCIA, Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: 4/10/2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1
SCOPE OF WORK

March 1, 2025 through June 30, 2025
(and each subsequent automatic annual renewal)

BACKGROUND

Parent-Child Advocacy Network (PCAN) provides advocacy services to families whose children are in the behavioral health system. Services include outreach, support groups, information, respite, and training for parents of children with behavioral health challenges. PCAN has a long history of working in Napa County and has established a trusting relationship and credibility with parents of children with behavioral health challenges.

DESCRIPTION OF SERVICES

Parent Child Advocacy Network or PCAN, (hereinafter, 'CONTRACTOR'), a non-profit organization dedicated to advocating for the needs of Napa County families who raise children diagnosed with learning, mental, emotional, developmental, or physical disabilities, agrees to provide family advocacy and outreach services for the Napa County families as described below. These services shall be delivered to families with children with behavioral health challenges in a manner consistent with the spirit and letter of the Mental Health Services Act and shall reflect values of empowerment of individuals with mental illness, flexibility of service delivery, a Wellness and Recovery orientation, and enhancement of community supports to families and children. Services will be offered with the highest level of family and parent empowerment wherever possible, and families will receive needed advocacy, peer support services, and respite support to support parents and caregivers. Services will promote greater access to natural and formal supports and improve service utilization overall. CONTRACTOR shall conduct Medi-Cal Outreach and Engagement and serve as the fiscal administrator for Flexible Funding and Behavioral Health Bridge Housing (BHBH) Funds.

SCOPE OF WORK

I. General Outreach, Advocacy and Guidance

CONTRACTOR agrees to provide staff at .25 FTE to offer the following services to families of child, youth, adult, and older adults with behavioral health challenges, distributing their efforts:

- a) Broad Spectrum Outreach to include Latino families and others in the community unlikely to be familiar with Mental Health services and their availability;
- b) Two cycles of family member/caregiver support groups for Spanish Speaking families of limited duration (6-8 weeks each) throughout the year;
- c) Provide venues at CONTRACTOR's site and elsewhere in the community as necessary, for families to receive information, peer support and technical assistance as they navigate the mental health system;
- d) Orientation and introduction to the Mental Health system for parents and other family members of newly diagnosed family members;
- e) Coordination with Adult, Older Adult, and Crisis Units to build awareness of these advocacy and support services; and

- f) Training to COUNTY staff as designated by COUNTY for the purpose of providing information regarding family member's needs and available resources for family members struggling with a child, transition age youth, adult, or older adult family member with a mental illness.

II. Outreach and Engagement – Medi-Cal Administrative Activities (MAA)

CONTRACTOR is expected to carry out the MAA duties specified below to ensure to the greatest extent practicable that uninsured Napa residents who are eligible for Medi-Cal coverage receive outreach services in order to access the care they need.

Type of MAA Activities to be performed:

- 1) Allowable Medi-Cal Outreach: This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:
 - a. Bringing potentially eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
 - b. Bringing Medi-Cal eligible people into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

The following activities describe how outreach shall be performed:

- Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal. These campaigns are Medi-Cal only eligibility outreach campaigns.
- Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted to specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).
- Informing children and their families on how to effectively access, use and maintain participation in all health resources under the Medi-Cal program.
- Informing individuals or the general public about the benefits and services that the Medi-Cal program offers and encouraging and referring them to apply for Medi-Cal benefits.
- Providing initial referral assistance to families and individuals to Medi-Cal services.

Note: A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

III. Parent and Family Advocacy Newsletter—Bilingual

CONTRACTOR shall produce at least two (2) biannual Parent Advocate electronic and print newsletters. CONTRACTOR shall be responsible for production of the Parent Advocate newsletters including development of content, editing, graphics, design format and layout, and reproduction, folding and preparation for bulk mailing of print version.

IV. Respite Service: Fiscal Administrator

CONTRACTOR additionally agrees to provide administration of respite service funds for families identified by the Full Service Partnership and other County personnel as needing support:

- a) Once identified by designated COUNTY personnel, families with respite needs will be provided with a voucher by the CONTRACTOR for specified hours of respite service based on COUNTY assessment of each family's needs.
- b) Families will be responsible for hiring a respite worker of their choosing, and the person(s) providing the respite will then submit a time sheet and the voucher to CONTRACTOR for reimbursement of their time.
- c) Upon receiving both, with appropriate information and signature attesting to the accuracy of the claims, CONTRACTOR will then issue a check for the indicated amount in the respite worker's name.
- d) Families shall be provided with a packet describing their responsibilities to observe all applicable employment laws, and CONTRACTOR agrees to accept any liability arising from respite fiscal administration. All applicable regulations (e.g., regarding financial accounting), shall be the responsibility solely of CONTRACTOR.

V. Flex Funds: Fiscal Administrator

CONTRACTOR shall provide fiscal administration of Flex Funds that are designated for the exclusive benefit of mentally ill individuals and families being served by COUNTY in the Mental Health Division's Children's Full Service Partnership, Adult Full Service Partnership, Adult Treatment Team Full Service Partnership, Older Adult Full Service Partnership, and System Navigator programs. CONTRACTOR agrees to process Flex Fund Request Forms in a timely manner.

VI. Behavioral Health Bridge Housing (BHBH) Funds: Fiscal Administrator

CONTRACTOR shall provide fiscal administration of BHBH Funds that are designated for mentally ill individuals and families identified by Behavioral Health Division staff on BHBH Funding Request Forms submitted by COUNTY staff. CONTRACTOR agrees to process BHBH Fund Request Forms in a timely manner. BHBH is a one-time funding source from the California Department of Health Care Services (DHCS) that expires on June 30, 2027.

PROGRAM SERVICE TRACKING AND DOCUMENTATION REQUIREMENTS

CONTRACTOR staff shall maintain appropriate logs of services to individuals with mental illness in all activities, including individual, group and outreach contacts.

‘Service logs’ shall be maintained in accordance with all applicable laws pertaining to confidential health information, if applicable.

Said logs shall be maintained in such a way as to permit inspection by COUNTY at intervals for purposes of monitoring overall nature and volume of services provided in each area.

CONTRACT MONITORING

CONTRACTOR shall meet once per year with COUNTY to coordinate and review fulfillments of contract terms and address any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

- 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.
- 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 individuals with mental illness 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 group or training curriculum) and key risk factors (such as the adherence to funding standards) as well as risks for the individual with mental illness. COUNTY may add additional elements to be reviewed.
- 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.

ANNUAL REVIEW OF PERFORMANCE

CONTRACTOR shall meet in-person or virtually once a year with COUNTY to coordinate and review fulfillment of contract terms and addresses any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

CULTURAL COMPETENCE TRAINING

CONTRACTOR shall provide cultural competence training, to all staff, and submit documentation of training, including sign in sheets and flyers. Staff can also participate in

cultural competence trainings offered by COUNTY. Either CONTRACTOR or COUNTY provided cultural competency trainings are acceptable.

RECOGNITION OF COUNTY FUNDING

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

ParentsCAN is funded in part by Napa County's Health and Human Services Agency (HHSA) through Mental Health Services Act (MHSA) Community Services and Supports and Behavioral Health Bridge Housing Funds. It is one of several MHSA programs implemented by HHSA's Behavioral Health Division, which strives to improve mental health outcomes for individuals and families throughout the community.

CONFLICT RESOLUTION AND MEDIATION

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

MHSA ISSUES RESOLUTION PROCESS

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

[MHSA-Issue-Resolution-Form-1-27-2021 \(countyofnapa.org\)](https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-1-27-2021)
<https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-1-27-2021>

DECREASES IN STATE ALLOCATION OF MHSA FUNDS: BUDGET CONTINGENCIES

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

EXHIBIT B-1
COMPENSATION – BUDGET DETAIL AND PAYMENT PROVISIONS

**March 1, 2025 through June 30, 2025
(and each subsequent automatic annual renewal)**

Compensation

Compensation for the services described in Exhibit A of this Agreement shall be paid by two distinct processes. Compensation for all services, with the exception of Flex Funds Administration and BHBH Fund Administration, shall be paid as described in the Annual Operating Budget section herein. Compensation for Flex Funds Administration and Behavioral Health Bridge Housing Fund Administration shall be paid as described in the Reimbursement for Flex Funds and Behavioral Health Bridge Housing Fund Administration section herein.

Contract maximum not to exceed \$367,334 for FYs 24-25, 25-26 and 26-27. As of July 1, 2027 (and each subsequent automatic renewal), the contract maximum will revert to \$268,334.

Annual Operating Budget

COUNTY shall make payments based on actual expenditures. To request reimbursement, for deliverables defined in Exhibit A, Scope of Work, the CONTRACTOR must submit an invoice or claim form to the County Behavioral Health Fiscal Analyst.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount.

Reimbursement for Flex Funds Fiscal Administration

COUNTY shall compensate CONTRACTOR for the actual cost of pre-approved Flex Funds Administration expenditures plus a 10% administrative charge calculated on the amount of the flex funds requested, not to exceed an annual maximum Flex Funds amount of \$231,000 per fiscal year. CONTRACTOR shall submit a monthly claim in Excel detailing the Flex Funds Administration expenditures incurred in the preceding month.

Reimbursement for Behavioral Health Bridge Housing Funds Fiscal Administration

COUNTY shall compensate CONTRACTOR for the actual cost of pre-approved BHBH Funds Administration expenditures plus a 10% administrative charge calculated on the amount of the flex funds requested, not to exceed an annual maximum BHBH Administration amount of \$99,000 per fiscal year (\$90,000 in BHBH Funds and \$9,000 in BHBH Funds Fiscal Administration). CONTRACTOR shall submit a monthly claim in Excel detailing the BHBH Funds Administration expenditures incurred in the preceding month. BHBH is a one-time

funding source from the California Department of Health Care Services (DHCS) that expires on June 30, 2027. The \$99,000 BHBH funding will be removed from the contract when BHBH funding ends on June 30, 2027. From July 1, 2027, and each subsequent automatic renewal, the contract maximum shall be \$268,334.

Medi-Cal Administrative Activities (MAA)

For all MAA activities conducted under this agreement, GRANTEE anticipates conducting \$23,584 in MAA outreach activities as described in Exhibit A, which shall be reported on a quarterly basis to the COUNTY's Public Health Manager or her designee.

Fiscal Reporting

CONTRACTOR shall submit Quarterly Expenditure Reports, Quarterly Flex Fund and Quarterly BHBH Expenditure Reports within 30 days after the completion of each quarter as described in the table below. In addition, CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of each fiscal year. Quarterly Expenditure Reports and Annual Cost Reports shall detail expenditures for each of the contract services provided by CONTRACTOR, i.e., Full Service Partnership--Parent Advocacy, General Outreach--Advocacy and Guidance, Respite Service--Fiscal Administrator, and Parent and Family Advocacy Newsletter. The Quarterly Flex Fund Expenditure Reports shall detail expenditures of Flex Funds using a template provided by COUNTY. Failure to submit these fiscal reports with sufficient detail in a timely manner may result in withholding of monthly payments.

Quarter	Quarterly Term Dates	Quarterly Reports Due
1 st	July 1 through September 30	October 30
2 nd	October 1 through December 31	January 30
3 rd	January 1 through March 31	April 30
4 th	April 1 through June 30	July 30

	Budget FYs 24-25, 25-26, 26-27	
1.	Human Resources Expenditures	\$14,472
	Community Services and Supports (CSS) Projects (Includes expenses of all administrative and program staff, consultants, interns and volunteers who receive stipends. The category total includes benefits for salaried/hourly employees as appropriate).	
2.	Operating Expenditures	\$19,468
	Community Services and Supports (CSS) Projects (Includes expenses related to program equipment, supplies, consultant services, technology, communications, printing, recruitment costs, training and travel, outreach, promotional expenses and respite services).	
3.	Subtotal Human Resources and Operating Expenditures	\$33,940

4.	Administrative Overhead Attributable to the Program (10%)	\$3,394
5.	Program Sub-Total	\$37,334
6.	Flex Funds	\$210,000
7.	Flex Funds Fiscal Administration (10% of Flex Funds Requested)	\$21,000
8.	Behavioral Health Bridge Housing (BHBH) Funds	\$90,000
9.	BHBH Funds Fiscal Administration (10% of BHBH Funds Requested)	\$9,000
10.	Annual Maximum Operating Budget	\$367,334

	FY 27-28 Budget (and each subsequent automatic renewal)	
1.	Human Resources Expenditures	\$14,472
	Community Services and Supports (CSS) Projects (Includes expenses of all administrative and program staff, consultants, interns and volunteers who receive stipends. The category total includes benefits for salaried/hourly employees as appropriate).	
2.	Operating Expenditures	\$19,468
14	Community Services and Supports (CSS) Projects (Includes expenses related to program equipment, supplies, consultant services, technology, communications, printing, recruitment costs, training and travel, outreach, promotional expenses and respite services).	
3.	Subtotal Human Resources and Operating Expenditures	\$33,940
4.	Administrative Overhead Attributable to the Program (10%)	\$3,394
5.	Program Sub-Total	\$37,334
6.	Flex Funds	\$210,000
7.	Flex Funds Fiscal Administration (10% of Flex Funds Requested)	\$21,000
10.	Annual Maximum Operating Budget	\$268,334