

**NAPA COUNTY AGREEMENT NO. 220165B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 220165B is made and entered into this 1st day of January 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **SOCIAL CHANGE PARTNERS, LLC**, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on November 16, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220165B (hereinafter referred to as "Agreement") for CONTRACTOR to provide research, analysis, technical assistance, facilitation, development, writing, and drafting of Napa County's Title IV-E Prevention and Program Plan; and

WHEREAS, on May 3, 2022, Parties amended the Agreement to modify Specific Terms and Conditions 3.5 to extend the term of the Agreement for six months to January 31, 2023, to enable CONTRACTOR to continue providing services described in the Scope of Work; replace Exhibit A (Scope of Work) with Exhibit A-1 to modify deadline dates; and replace Exhibit B (Compensation) with Exhibit B-1 to revise the amount CONTRACTOR will be paid as deliverables are completed, with no change to the contract maximum; and

WHEREAS, as of the effective date of this Agreement No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.5 to extend the term of the Agreement through October 31, 2023, increase the contract maximum payable to CONTRACTOR; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to enable CONTRACTOR to provide a Comprehensive Prevention Plan, as a result of submitting COUNTY's Title IV-E Prevention and Program Plan; and replace Exhibit B-1 with Exhibit B-2 (Compensation) to amend the Agreement's 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. Section 3.5 of the Specific Terms and Conditions is amended to read in full: "Section 2.1(b)—Automatic Renewal of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on November 16, 2021 and shall expire on **October 31, 2023** without further action, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict.) The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall continue after the expiration date or early termination in

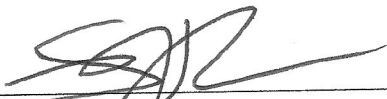
relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).”

2. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Five Thousand Five Hundred Dollars (\$105,000.00)** reflecting an increase of **Ten Thousand Five Hundred Dollars (\$10,500.00)**; 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.
3. Exhibit A-1 is 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-1” shall refer to “Exhibit A-2” commencing as of the effective date of this Amendment.
4. Exhibit B-1 is 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-1” shall refer to “Exhibit B-2” commencing as of the effective date of this Amendment.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 220165B as of the date first written above.

SOCIAL CHANGE PARTNERS, LLC.

By 
SEAN HUGHES, Manager of Government Affairs

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 5/5/23</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-2
SCOPE OF WORK

Social Change Partners Consultation to Napa County Health & Human Services Agency
Development of Napa County Title IV-E Prevention Plan

Amended Duration

November 16, 2021 (Estimated) – October 31, 2023

Overview

Social Change Partners (SCP) will provide research and analysis, asset mapping, technical assistance, facilitation, writing, and drafting support to Napa County Health & Human Services Agency (HHSA) for the development and submission of COUNTY'S Comprehensive Prevention Plan (CPP) related to implementation of the Family First Prevention Services Act (FFPSA).

Scope of Work, Deliverables, and Timeline

Background Research & Asset Mapping

SCP will lead an asset mapping exercise in Napa County surveying the current service array, existing service gaps, and opportunities to develop and/or expand programming with matching federal Title IV-E funding. To comprehensively assess current programming as well as ongoing and projected needs, this process will involve facilitated meetings with HHSA leadership and program staff, direct service providers and other community-based organizations, and children, youth, and families with lived experience in the child welfare system.

The asset map will identify:

- Evidence-based prevention programming currently being delivered in Napa County.
- Service provider and public agency interest in, and capacity for, delivering Title IV-E-funded evidence-based prevention programs.
- County, state, and federal resources currently being leveraged to deliver prevention programming.
- Existing service gaps.
- Opportunities to leverage Title IV-E funds to address ongoing and projected community needs.

Estimated Completion: January 15, 2022

Capacity Assessment

SCP will provide support to HHSA in conducting a Capacity Assessment using the Prevention Planning Capacity Assessment Tool provided by the California Department of Social Services (CDSS). The tool will assess the strengths, areas to develop, key challenges, strategies, and priorities of COUNTY and its community partners related to implementation of FFPSA.

During the Capacity Assessment process, SCP will support HHSA in the following ways:

- Reviewing the CDSS tool and planning its utilization.
- Identifying key partners to engage in the process.
- Briefing community partners on the Capacity Assessment process and its purpose.
- Facilitating the tool's distribution and collective completion.
- Analyzing results from participants and developing a summary of findings.

Estimated Completion: June 30, 2022

Readiness Assessment

SCP will provide support to HHSA in conducting a Readiness Assessment using a tool provided by CDSS and providing technical assistance for the development of core components of the CPP.

SCP support during the Readiness Assessment phase will include:

- Training HHSA staff on the intricacies of FFPSA, including an overview of California's State Title IV-E Prevention Plan as well as state and federal requirements for the COUNTY'S CPP.
- Presentation of key findings from Capacity Assessment and asset mapping exercise and implications for COUNTY'S CPP.
- Support for utilization of the Readiness Assessment tool provided by CDSS across the following domains:
 - Funding and Fiscal Models.
 - Program and Implementation Governance.
 - Cross-Sector Stakeholder Collaboration.
 - Prevention Services Program Design.
 - Policy Regulations and Rules.
 - Workforce.
 - Service Quality Outcomes.
 - Information Systems and Automation.
 - Reporting Requirements.
- Identification of key decision-points for the COUNTY'S CPP, including but not limited to:
 - Target groups and determination process for eligible "candidates for foster care".
 - Evidence-based programs (EBPs) to be included in the plan.
 - Coordination of eligibility determinations, referrals, and service delivery between public agency and service providers.

- Process for ensuring fidelity to EBP models and continuous quality improvement (CQI).
 - Outcome evaluation tracking process and data collection.
 - Training curriculum and procedures to ensure public agency and service provider workforce is equipped to effectively oversee and deliver EBP programming.
 - Process for ensuring safety of children being served through FFPSA-funded programs.
 - Development of state-mandated advisory body to oversee program coordination
 - Integration of FFPSA-funded services within broader County prevention continuum.
- Facilitation of a series of at least 3-4 internal HHSA decision-making meetings to develop the framework and core components of the CPP.

Estimated Completion: September 30, 2022

Development and Submission of the Napa County IV-E Prevention Plan

SCP will produce a comprehensive draft of COUNTY'S CPP for internal and external stakeholder review. The draft plan will outline COUNTY'S strategic vision for prevention, including not only what can be funded through Title IV-E but also how these resources will be integrated within the development of a broader prevention continuum being overseen by the County and the Child Abuse Prevention Center (CAPC).

SCP will facilitate the external stakeholder engagement process for COUNTY'S CPP. Drawing on our deep connections to the community and the community-based organizations operating within Napa, we will directly engage the following stakeholders to solicit their review and feedback of the draft plan.

- Mental health, substance abuse, and in-home parent skill development program direct service providers.
- Family resource centers.
- Child Abuse Prevention Council of Napa County.
- First 5 Napa County.
- Children and families with lived experience.
- Resource families.
- School social workers and parent liaisons.
- Napa CASA.
- Legal advocates.
- Other interested community-based organizations and coalitions.
- Other community stakeholders identified by Napa County.

Working with HHSA, SCP will incorporate stakeholder feedback as appropriate and produce a final version of COUNTY'S CPP. The final plan will meet all state and federal requirements for approval and will enable COUNTY to begin implementing FFPSA and leveraging Title IV-E federal funding for evidence-based prevention programming.

Estimated Completion: July 31, 2023

Consultation Services

CONTRACTOR shall provide consultation support to COUNTY HHSA's following the submission of the Title IV-E Prevention Plan to CDSS, as needed upon the request of the COUNTY.

Confidentiality

If stakeholder input is requested from those involved in the CWS system, CONTRACTOR shall not disseminate the identify of any such person in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. Any identifying information shall be treated with strict confidentiality.

EXHIBIT B-2
COMPENSATION

Social Change Partners Consultation to Napa County Health & Human Services Agency
Development of Napa County Title IV-E Prevention Plan

Amended Duration

November 16, 2021 (Estimated) – October 31, 2023

Amended Budget

COUNTY shall reimburse the CONTRACTOR for the deliverables describes in Exhibit A for a maximum of \$105,000. This amount is inclusive of all costs.

Estimated Due Date	Deliverable	Amount
1/15/22	Background Research & Asset Mapping	\$18,000
6/30/22	Capacity Assessment	\$24,000
9/30/22	Development and Submission of the Napa County IV-E Prevention Plan	\$24,000
1/31/2023	Development and Submission of the Napa County IV-E Prevention Plan	\$24,000
	TOTAL DELIVERABLES	\$90,000

CONTRACTOR shall invoice the COUNTY for the Scope of Work detailed above. The installments are due upon completion of each of the deliverables with the approval of HHSA Deputy Director, Child Welfare Services (CWS) or their designee.

COUNTY shall reimburse CONTRACTOR at the rate of \$150 per hour for an amount not to exceed \$15,000 for any consultation/support provided to COUNTY following the submission of the Title IV-E Prevention Plan to California Department of Social Services (CDSS).

Contract Maximum shall not exceed \$105,000.