

**AMENDMENT NO. 1 TO THE CONTRACT WITH  
IMAGINE ARTS AND FAMILY THERAPY DBA WHAT'S UP WELLNESS  
(RES. 25-249)**

**THIS AMENDMENT** is executed this December 16, 2025 by and between Imagine Arts and Family Therapy DBA What's Up Wellness, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on June 24, 2025 per Resolution RES 25-249; and

**WHEREAS**, the Contractor provides Mental Health Screening Services for High School Students; and

**WHEREAS**, the parties desire to amend their Agreement to increase the contract price from \$230,450 to \$260,450 (an increase of \$30,000) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price and add language surrounding the incentives and update budgets.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment No.1 shall be effective as of 11/1/2025.
2. That Maximum Contract Price, shall be amended to the following:  
\$260,450.
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: \_\_\_\_\_

Chair of the Board of Supervisors  
Nevada County

CONTRACTOR:

By: \_\_\_\_\_

Imagine Arts and Family Therapy  
DBA What's Up Wellness

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board, Nevada County

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**IMAGINE ARTS AND FAMILY THERAPY DBA WHAT'S UP WELLNESS**

The maximum obligation under this Agreement for satisfactory performance of services as outlined in Exhibit A shall not exceed \$260,450 for the contract term.

The contract maximum for FY25/26 is based on the following project budget:

<b>PERSONNEL (Salaries &amp; Benefits):</b>			
Position Classification	Western	Eastern	Total
Executive Director	\$ 45,080	\$ 5,572	\$ 50,652
Assistant Director	\$ 36,221	\$ 4,477	\$ 40,698
Clinical Coordinator	\$ 16,643	\$ 2,057	\$ 18,700
Screening Coordinator		\$	\$
Screening Clinicians	\$ 21,533	\$ 2,662	\$ 24,195
Screening Counselors	\$ 15,701	\$ 1,941	\$ 17,642
Screening Development Assistant	\$ 8,900	\$ 1,100	\$ 10,000
Case Manager	\$ 15,299	\$ 1,891	\$ 17,190
Translator/Interpretation Services	\$ 1,400	\$ 488	\$ 1,888
Group Facilitators (65 group meetings/year)	\$ 4,225		\$ 4,225
Program Assistant (62 hrs/year)	\$ 2,151		\$ 2,151
Payroll Taxes and Benefits	\$13,429	1,659	\$ 15,088
<b>SUBTOTAL Personnel</b>	<b>\$ 180,582.00</b>	<b>\$ 21,847</b>	<b>\$ 202,429.00</b>
<b>PROGRAM COSTS: Include costs for printed materials for clients, training expenses, program supplies, client/volunteer incentives, etc.</b>			
Local Mileage to Screening Sites and Trainings not to exceed IRS annual rate	\$ 3,600	\$ 400	\$ 4,000
Screening Supplies	\$ 3,115	\$ 385	\$ 3,500
Staff Trainings	\$ 500		\$ 500
Telehealth and Workspace Platforms	\$ 2,700		\$ 2,700
Printing	\$ 1,200		\$ 1,200
<b>SUBTOTAL Program Costs</b>	<b>\$ 11,115</b>	<b>\$ 785</b>	<b>\$ 11,900</b>
<b>EVALUATION COSTS: (Max 5% of total budget) Provide separate costs for staff salary, computer hardware/software, toole, etc. specfically for the purpose of program evaluation.</b>			
Executive Director - Admin (104 hrs/year)	\$ 6,027	\$ 941	\$ 6,968
Assistant Director - Admin (34 hrs/year)	\$ 1,183	\$ 242	\$ 1,425
Taxes and Benefits	\$ 756	\$ 157	\$ 913
<b>SUBTOTAL Evaluation Costs</b>	<b>\$ 7,966</b>	<b>\$ 1,340</b>	<b>\$ 9,306</b>
<b>ADMINISTRATIVE/INDIRECT COSTS: (Max. 10% of total budget) e.g., rent, utilities, mileage, communication, bookkeeping, office equipment, etc.</b>			
Bookkeeper - Admin (85 hrs/year)	\$ 2,553	\$ 762	\$ 3,315

Office Supplies, Rent, and Services (\$292/month)	\$ 3,000	\$ 500	\$ 3,500
<b>SUBTOTAL</b>			
Administrative/Indirect Costs	\$ 5,553	\$ 1,262	\$ 6,815
<b>Incentive Payments</b>			\$ 30,000
<b>TOTAL COST</b>	\$ 205,216	\$ 25,234	\$ 260,450

Should modification to or changes to the budget line items be needed, a written request for modification shall be submitted for approval to the Director or their designee. County at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

### **Incentive Payments**

As part of participation in the MHSA Innovation Learning Collaborative, the contractor has the opportunity to earn incentive payments. Incentive payments will be earned, up to the total amount of \$30,000 based on the below table. Invoices for incentive payments will be submitted on a separate invoice upon completion for meeting one or more of the below milestones.

<b>FY 25/26 Incentive Options:</b>	<b>Amount</b>
Attend 5 learning collaboratives	\$5,000
Complete full readiness assessment by 3/31	\$5,000
Create a business plan/funding sustainability plan for billing outside of current funding streams	\$10,000
<b>One of the following incentives available per provider:</b>	
Enter into contract with MCP or expand scope of existing contract with MCP	\$10,000
Enter into contract with BHP/county for SMHS or DMC-ODS services	\$10,000
Enter into contract for another identified billing source (i.e. MAA)	\$10,000

### **Billing and Payment**

As compensation for services rendered to County, Contractor shall bill County monthly and shall be reimbursed for actual costs incurred in carrying out the terms of the contract.

To expedite payment, a complete invoice submission includes:

- Invoice cover page on contractor template. Invoice cover page to include:
  - Invoice date
  - Unique invoice number
  - Resolution/purchasing order number assigned to Contract
  - Time period billed
  - Total invoice amount
  - Personnel hours being billed
  - Reimbursement expenses being claimed by funding source
- Budget Status Table with starting budget amounts, expenditures per billing period and remaining budget balance by budget line item.
- All applicable backup to support expenditures. Examples can include:
  - Detailed receipts
  - Financial reports
  - Payroll hours reports
  - Mileage reimbursement documents (mileage reimbursement rate may not exceed the current IRS allowable rate)

Contractor agrees to be responsible for the validity of all invoices.

County shall review the invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire

invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice.

Contractor shall submit invoices to:

Via mail:

HHSA Administration

Attn: BH Fiscal

950 Maidu Avenue

Nevada City, CA 95959

Or

Via Email:

BH.Fiscal@nevadacountyca.gov

CC: Contract Manager (refer to Notifications)