

**NAPA COUNTY AGREEMENT NO. 210062B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210062B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **MENTIS, INC.**, 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, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210062B, (hereinafter referred to as "Agreement") for CONTRACTOR to provide mental health services for the Satellite Housing Program if the Health & Human Services Agency; and;

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement to replace Exhibit A (Scope of Work) and Exhibit B (Compensation and Financial Reporting) commencing in the Fiscal Year 2021-2022, and amend the Specific Terms and Conditions 3.1 (1) to change the amount of Federal Funding; and

WHEREAS, the Parties wish to amend the Agreement to replace Exhibit B-1 with Exhibit B-2 (Compensation and Financial Reporting), and increase the contract maximum on page 1 of the Agreement commencing in Fiscal Year 2022-2023 and each automatic renewal thereof.

TERMS

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHTEEN DOLLARS (\$274,018.00)**, reflecting an increase of **Forty Thousand Dollars (\$40,000.00)**; 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 B-1 shall be replaced with "Exhibit B-2" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B-1 shall refer to "Exhibit B-2" as of the effective date of the Amendment.
3. 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. 2 to Napa County Agreement No. 210062B as of the first date written above.

MENTIS, INC.

By *Robert Weiss*
ROB WEISS, Executive Director

By *Julissa Marcencia*
Julissa Marcencia (Aug 16, 2022 11:27 PDT)
JULISSA MARCENCIA, Board Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Rachel L. Ross (e-signature) _____ Deputy County Counsel Date: July 27, 2022 _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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**EXHIBIT B-2
COMPENSATION AND FINANCIAL REPORTING**

**Mentis
Satellite Housing Program (SHP)
July 1, 2022 through June 30, 2023
(and each subsequent automatic renewal thereof)**

I. COMPENSATION

COUNTY shall provide CONTRACTOR up to the total contract maximum amount of \$274,018.

To request reimbursement for deliverables defined in Exhibit A, Scope of Work, the CONTRACTOR must submit an invoice or claim form to the County Mental Health Fiscal Analyst. COUNTY shall make monthly advance payments based on one-twelfth (1/12) of the total annual compensation amount of \$274,018.

II. PAYMENT PROVISIONS

It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any invoiced costs, which is subject to compliance with regulations, COUNTY shall not be liable for any lost revenue resulting there from.

COUNTY will bill the services performed by CONTRACTOR and provided by CONTRACTOR to various private or governmental third party payors. COUNTY is the only party who may bill and seek reimbursement for the services performed by CONTRACTOR to COUNTY. CONTRACTOR is prohibited from seeking any reimbursement, including but not limited to various private or governmental third party payors (e.g., Medicare, Medi-Cal, TRICARE, Champus) or other individuals, for any of the services performed by CONTRACTOR. CONTRACTOR will cooperate with COUNTY to facilitate HHSA in obtaining the maximum legal reimbursement for the services provided. CONTRACTOR is responsible for ensuring adherence to this provision.

CONTRACTOR shall submit an annual cost report due by August 31st following the end of the fiscal year. The June payment for the current fiscal year may be withheld until the cost report is received by the COUNTY.

CONTRACTOR agrees to furnish annual audited financial statements for the previous fiscal year to the COUNTY by June 30th of each calendar year.

III. LIMITATIONS AFFECTING PAYMENT

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.

CONTRACTOR's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

To the extent CONTRACTOR is required to 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.

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 and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with the provisions of this Exhibit B may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.










Agr#Mentis No. 210062B A2

Final Audit Report

2022-08-16

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