

**NAPA COUNTY AGREEMENT NO. 230171B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 230171B is effective as of the 1st day of July 2023, 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 October 18, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230171B (hereinafter referred to as "Agreement") for CONTRACTOR to provide a Suicide Prevention Program to reduce stigma around mental health illness and suicide; and prepare individuals, communities, and organizations to recognize warning signs and learn intervention strategies; and participation in the Prevention and Early Intervention (PEI) Program evaluation process; 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, Financial Reporting, and 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 shall be **Seventy-Five Thousand Dollars (\$75,000.00)** of which **Thirty-Five Thousand Dollars (\$35,000.00)** is increased by virtue of the 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.
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 in 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. 230171B as of the first date written above.

MENTIS, INC.

By Rob Weiss
ROB WEISS, Executive Director

By Julissa Marcencia
JULISSA MARCENCIA, Board Secretary

“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>Rachel L. Ross</i> (e-signature)</p> <p>Date: 9/12/23</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-1
SCOPE OF WORK

**Mentis Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI)
Suicide Prevention Program**

**Upon approval through June 30, 2024
(and each subsequent automatic renewal thereof)**

BACKGROUND

Suicide rates are on the rise across the state, especially among adolescents, men and seniors. Stigma, social isolation, uncertainty, and disconnection from needed services contribute to the likelihood that someone may consider ending their lives. CONTRACTOR's Suicide Prevention Program shall reduce stigma around mental illness and suicide, and prepare individuals, communities, and organizations to recognize warning signs for suicide and intervention when someone is at risk.

PROGRAM OBJECTIVES

1. Reduce stigma and encourage access to mental health services through outreach, education, and community building.
2. Increase the number of individuals, communities, and organizations trained to recognize and refer someone at risk of suicide.

PROGRAM ACTIVITIES

1. **Partnerships** - Chair/co-chair Napa County Suicide Prevention Council
 - a) Identify and Convene council members who represent unserved and underserved communities in Napa County.
 - b) Lead suicide prevention, stigma reduction, and postvention efforts in Napa County (Council, Committee and Workgroup Meetings).
 - c) Finalize Napa County's 3-year Strategic Plan for Suicide Prevention, in partnership with state consultants.
2. **Outreach - Distribute "Suicide Impacts Us All", 988 hotline campaign and related materials.**
 - a) Share Materials with partners (posters/cards /bus ads)
 - b) Social Media Outreach
 - c) Community Presentations
 - d) Wellness Café Discussion Groups
3. **Training**
 - a) Provide Question, Persuade, Refer (QPR) training for community members and providers.

PROGRAM EVALUATION

CONTRACTOR shall be required to participate in the Behavioral Health Division's PEI Evaluation process. The evaluation supports the implementation and fidelity to evidence-based and/or community-defined best practice and aligns program activities with the current PEI regulations. COUNTY reserves the right to change, or adjust, data requirements and evaluation process in order to align and adhere with the changing State PEI regulations.

CONTRACTOR shall collect Participation Data maintained by program staff, including basic demographics, service category, and time spent engaging in program activities. CONTRACTOR shall send a Text/Email Survey or QPR Survey to participants within one week after event or contact.

Based on the current PEI regulations and program logic model, CONTRACTOR shall be required to report progress on the previously listed program deliverables, the following program outcomes, and other Program Service Tracking and Documentation as listed below:

Program Outputs

Partnerships

- Representation on Suicide Prevention Council, committees, and workgroups
- Attendance at council, committee, and workgroup meetings (topics, location)
- Complete Napa County's 3-year Strategic Plan for Suicide Prevention
- Develop Implementation Plan for 3-year Strategic Plan, together with Napa County HHSA

Outreach

- Number of materials distributed and audience(s)
 - 500 posters/flyers and/or resource cards distributed to the following organizations or facilities: K-12 schools, social service providers, youth-serving organizations, first responders, healthcare facilities, faith institutions, and for the general public.
 - Outreach on Mentis social media channels.
- Number of Community Presentations and Wellness Cafés
 - 4 Community Presentations about the Suicide Prevention Council to K-12 schools, social service providers, healthcare facilities, faith institutions, Health and Human Services Agency's Public Health division.

Training

- Number of Trainings (method/ language/audience/location)
 - 250 people will be trained in person or via zoom in English or Spanish.
- Number/Percent of individuals from high contact groups (first responders, service industry staff, caregivers, coaches and faith leaders and health/social service providers)
 - 125 (50%) of individuals trained will be from high contact groups.

Program Outcomes

Partnerships

Suicide Prevention Council Members:

- Increase knowledge of suicide risks and resources
- Share information about prevention and postvention with community
- Share information from the community with the Council

Training /Screening

- Individuals who participate in QPR training will increase skills and confidence to question, persuade and refer someone in crisis to appropriate resources.

Staff Supervision and Agency Responsibilities

To preserve the autonomy and efficient functioning of CONTRACTOR staff performing these services, direct supervision of all CONTRACTOR staff shall be the sole responsibility of CONTRACTOR. However, CONTRACTOR staff shall be expected to coordinate and cooperate with COUNTY staff to achieve maximum outcomes.

Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. Data collection requirements are determined by PEI regulations and the Behavioral Health division and the development of data collection tools will be supported by the evaluation as indicated. CONTRACTOR **shall submit reports of activities and outcome measures two (2) times per year** to the MHSA Project Manager.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

The reports shall include, but not limited to, Organizational Partnerships, Outreach Data, Workshop Topics and Attendance, Participant Demographics, Number of Screenings and Referrals.

CONTRACTOR shall also track the success of the Suicide Prevention and Early Intervention Program by measuring additional outcomes determined by CONTRACTOR and COUNTY through the development of program logic models and outcomes report templates developed in consultation with COUNTY's Evaluator.

All reports shall be submitted on spreadsheet templates and forms provided by the COUNTY unless another reporting method is approved by the COUNTY. The COUNTY reserves the right to request additional information and data it may deem necessary.

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to:
 - Service Logs
 - Client Demographic Logs
 - Events, services, and training sign-in sheets.
 - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - Other documentation as needed
- 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 shall perform internal quality management activities, including chart/log audits. CONTRACTOR shall provide evidence of its internal quality management activities on a quarterly basis or upon request by the COUNTY.
- COUNTY shall monitor CONTRACTOR'S provision of services by conducting at least one contract monitoring meeting per year.
- COUNTY shall give a 30-day notice of the one contract monitoring meeting to the CONTRACTOR and shall specify the documentation that shall need to be available at the time of the visit.
- Contract monitoring meetings may require the review of the following documents: records which delineate outreach, services, trainings, etc. provided to specific groups, providers or organizations and the date of the outreach, services, training, etc. including documentation of educational training curriculum, and documentation of staff hours in providing the outreach, services, trainings, etc. The visit may 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 educational training curriculum) and key risk factors (such as the adherence to Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) funding standards) as well as risks for the individual with mental illness. COUNTY may add additional elements to be reviewed at any time.
- COUNTY shall perform the contract monitoring meeting utilizing a contract monitoring tool. COUNTY shall provide CONTRACTOR with the opportunity to respond (within 30 days of the site visit) to the COUNTY'S written report of the contract monitoring meeting 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 safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness 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.

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:

Mentis' Suicide Prevention Program is funded by Napa County Health and Human Services through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the Napa County 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, FINANCIAL REPORTING, AND BUDGET

**Mentis Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI)
Suicide Prevention Program**

**Upon Approval through June 30, 2024
(and each subsequent automatic renewal thereof)**

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Suicide Prevention Program deliverables as described in Exhibit A. CONTRACTOR must submit invoices to the MHSA Coordinator until the contract maximum is reached. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year. 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 the Health and Human Services Agency representative has been given to CONTRACTOR in writing.

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's MHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to the COUNTY's MHSA Coordinator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than 15 calendar days following receipt. CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY. The Program Budget detail is as follows:

A. EXPENDITURES	Total Amount
1. Human Resource Expenditures	\$58,522
This category includes the expenses for contractor administrative and program staff. The category includes a maximum allowance for 25% benefits for salaried/hourly/contract employees as appropriate.	
2. Operating Expenditures	\$6,695
This category includes expenses for the contractor and any related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach and promotional expenses.	

3. Subtotal Human Resources and Operating Expenditures		\$65,217
4. Administrative Overhead Attributable to the Project/Program	15%	\$9,783
5. TOTAL PEI PROGRAM BUDGET		\$75,000