

**NAPA COUNTY AGREEMENT NO. 230171B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 230171B is effective as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **MENTIS, INC.**, a California nonprofit corporation whose mailing address is 709 Franklin Street Napa, CA 94559, 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 intention strategies and participate in the Prevention and Early Intervention (PEI) Program evaluation process; and

WHEREAS, on or about July 1, 2023, the Parties amended 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); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to increase the contract maximum, modify Specific Term and Condition 3.4 to extend the term of the Agreement through June 30, 2026, replace Exhibit A-1 with Exhibit A-2 (Scope of Work); and replace Exhibit B-1 with Exhibit B-2 (Compensation, Financial Reporting, and Budget); and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum and replace Exhibit B-2 with Exhibit B-3 (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 **Four Hundred Fifty Thousand Three Hundred Sixteen Dollars (\$450,316.00)** of which **Sixty-Three Thousand Seven Hundred Forty-Two Dollars (\$63,742.00)** is increased by virtue of this Amendment No. 3; 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-2 shall be replaced with "Exhibit B-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B-2 shall refer to "Exhibit B-3" as of the effective date of this Amendment No. 3.
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. 3 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 _____
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: 06/05/2025</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 B-3
COMPENSATION, FINANCIAL REPORTING, AND BUDGET

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

July 1, 2024, through June 30, 2026

I. COMPENSATION

CONTRACTOR shall be reimbursed for completion of the Suicide Prevention Program deliverables as described in Exhibit A. The 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 Health and Human Services Agency 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 BHIInvoices@countyofnapa.org. Invoices shall be paid by COUNTY within 60 days of receipt. Invoices that are received by the County more than 60 days after the month being billed may not be paid. Unspent FY 24-25 funds shall carry over into FY 25-26. Any questions concerning invoicing shall be directed to the MHSA Coordinator.

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.

FY 24-25 Budget

| A. EXPENDITURES | Total Amount |
|---|---------------------|
| 1. Human Resource Expenditures | \$172,439 |
| 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. | |

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|--|-----|------------------|
| 2. Operating and Direct Program Expenditures | | \$23,350 |
| This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach, and promotional expenses. | | |
| 3. Subtotal Human Resources and Operating Expenditures | | \$195,789 |
| 4. Administrative Overhead Attributable to the Project/Program | 15% | \$29,369 |
| 5. TOTAL FY 24-25 BUDGET | | \$225,158 |

FY 25-26 Budget

| A. EXPENDITURES | | Total Amount |
|--|-----|---------------------|
| 1. Human Resource Expenditures | | \$172,320 |
| 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 | | \$23,470 |
| This category includes expenses for the contractor and any subcontractor(s) related to program expenses, stipends, services, communications, printing, recruitment costs, training and travel, outreach, and promotional expenses. | | |
| 3. Subtotal Human Resources and Operating Expenditures | | \$195,790 |
| 4. Administrative Overhead Attributable to the Project/Program | 15% | \$29,368 |
| 5. TOTAL FY 25-26 BUDGET | | \$225,158 |