

**NAPA COUNTY AGREEMENT NO. 230171B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 230171B** is effective as of this 1<sup>st</sup> day of July 2024, 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, 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 (Scope of Work), and replace Exhibit B (Compensation, Financial Reporting, and Budget); and

**WHEREAS**, as of the effective date of this Amendment No. 2, the Parties wish to further amend 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 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 **Three Hundred Eighty-Six Thousand Five Hundred Seventy-Four Dollars (\$386,574.00)** of which **Three Hundred Eleven Thousand Five Hundred Seventy-Four Dollars (\$311,574.00)** is increased by virtue of this Amendment No. 2; 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. Specific Terms and Conditions 3.4 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on June 22, 2021 and shall expire on **June 30, 2026**, 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).

3. Exhibit A-1 shall be replaced with "Exhibit A-2" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit A-1 shall refer to "Exhibit A-2" as of the effective date of this Amendment No. 2.
4. 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 this Amendment No. 2.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 230171B as of the first date written above.

MENTIS, INC.

By   
ROB WEISS, Executive Director

By   
JULISSA MARCENCIA, Board Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
JOELLE GALLAGHER  
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Jo Ann Iwasaki Parker</i></u> Deputy C.C. by e-signature</p> <p>Date: July 15, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ 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**

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

**July 1, 2024 through June 30, 2026**

**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 to intervene when someone is at risk.

**PROGRAM OBJECTIVES**

- Maintain a broad-based Suicide Prevention Council (SPC).
- Enhance protective factors by promoting wellness and prevention, ensuring more people in Napa County are aware of suicide prevention and mental health resources.

**PROGRAM ACTIVITIES**

- Provide continued administrative support for the SPC.
- Facilitate a Marketing Work Group to create public education campaigns about suicide prevention and loss to reduce stigma.
- Ensure SPC has a presence at community events including health fairs.
- Organize and host an annual SPC-led community event.
- Deliver community trainings such as Question, Persuade, Refer (QPR) to gatekeepers and populations at disproportionate risk of suicide.

**PROGRAM OUTCOMES**

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:

- Administrative support leads to effective monthly meetings and ongoing forward momentum in between meetings.
- Suicide prevention resources are shared in English, Spanish and Tagalog via local press, radio, trusted messengers, and public/elected officials at least 4 times a year.
- SPC reaches 10,000 Napa residents with suicide prevention information through community events.
- 1000 individuals attend an SPC-led event during Suicide Prevention Week.
  - 85% of attendees will report greater knowledge of suicide risks and resources available.
  - 85% will report increased understanding that suicide is preventable.
- 250 transition aged youth are training in QPR.
  - 95% will report feeling knowledgeable about suicide prevention techniques.

**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. The 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.

CONTRACTOR shall track the following to evaluate the program:

- Meeting minutes and SPC member feedback
- Demonstrated progress towards all aims in the SPC Strategic Plan
- Media coverage records including digital analytics on readership, impressions, engagement, etc.
- Event attendance records
- QPR training attendance records and post-training surveys

**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.

<b>Reporting Period</b>	<b>Reporting due date</b>
July- December	January 31 <sup>st</sup>
January- June	July 31 <sup>st</sup>

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 Services 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 Behavioral Health Division through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the 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>

**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-2**  
**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 [BHInvoices@countyofnapa.org](mailto:BHInvoices@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**

<b>A. EXPENDITURES</b>	<b>Total Amount</b>
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.		
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
<b>5. TOTAL FY 24-25 BUDGET</b>		<b>\$225,158</b>

**FY 25-26 Budget**

<b>A. EXPENDITURES</b>		<b>Total Amount</b>
1. Human Resource Expenditures		\$123,670
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		\$16,692
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		\$140,362
4. Administrative Overhead Attributable to the Project/Program	15%	\$21,054
<b>5. TOTAL FY 25-26 BUDGET</b>		<b>\$161,416</b>

## MHSA BI-ANNUAL ACTIVITY REPORT

**Reporting Period:** \_\_\_\_\_

**Summary of Activities Pertaining to the Contract (Narrative):**

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Activities/Outputs	FY Target	Mid-Year Total	Year End Total
Number of records of media coverage around suicide prevention and mental health resources, Suicide prevention resources shared in English, Spanish, and Tagalog via local press, radio, trusted messengers, and public/elected officials			
Number of attendees of SPC-led event during Suicide Prevention Week			
Number of transition aged youths trained in QPR			

Targeted Outcomes	Measures	FY Target	Mid-Year Total	Year End Total
85% of SPC-led event attendees will report greater knowledge of suicide risks and resources available	Number of survey respondents reporting greater knowledge of suicide risks and resources available			
	Number of SPC-led event survey respondents			
85% of SPC-led event attendees will report increased understanding that suicide is preventable	Number of survey respondents reporting increased understanding that suicide is preventable			
	Number of SPC-led event survey respondents			
95% of QPR trainees will report feeling knowledgeable about suicide prevention techniques	Number of trainees who report feeling knowledgeable about suicide prevention techniques in post- QPR training surveys			
	Number of trainees who completed post- QPR trainings			