

**NAPA COUNTY AGREEMENT NO. 230135B
AMENDMENT NO. 6**

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 230135B is effective as of the 1st day of November 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **MENTIS, INC.**, a non-profit organization 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, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230135B (hereinafter referred to as "Agreement") for CONTRACTOR to provide specialty mental health services for seriously mentally ill adults in a supportive permanent living environment; and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to replace Exhibit A with Exhibit A-1 (Scope of Work), Exhibit B with Exhibit B-1 (Compensation), and incorporate an Exhibit D (Specialty Mental Health Services CalAIM and Payment Reform Contractor Boilerplate); and

WHEREAS, on or about July 1, 2023, the Parties amended the Agreement to increase to contract maximum, modify Section 3 – Specific Terms and Conditions 3.4, replace Exhibit B-1 with Exhibit B-2 (Compensation), and incorporate Exhibit E (Medi-Cal Base Rates and Incentives); and

WHEREAS, on or about July 1, 2024, the Parties amended the Agreement to replace Exhibit A-2 with Exhibit A-3 (Scope of Work), replace Exhibit B-2 with Exhibit B-3 (Compensation and Financial Reporting), and replace Exhibit E with Exhibit E-1 (Medi-Cal Outpatient Rates); and

WHEREAS, on or about December 1, 2024, the Parties amended the Agreement to increase the contract maximum, replace Exhibit A-3 with Exhibit A-4 (Scope of Work), and replace Exhibit B-3 with Exhibit B-4 (Compensation); and

WHEREAS, on or about December 1, 2024, the Parties amended the Agreement to replace Exhibit A-4 with Exhibit A-5 (Scope of Work), replace Exhibit B-4 with Exhibit B-5 (Compensation), and replace Exhibit E-1 with Exhibit E-2 (Medi-Cal Base Rates and Incentives); and

WHEREAS, as of the effective date of this Amendment No. 6, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit B-5 with Exhibit B-6 (Compensation).

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-Three Thousand Two Hundred Forty-Two Dollars (\$273,242.00)**, for Fiscal Year 2025-2026 through Fiscal Year 2026-2027, of which **Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00)** is increased by virtue of this Amendment No. 6; this amount will revert back to **Two Hundred Nineteen Thousand Two Hundred Forty-Two Dollars (\$219,242.00)** beginning Fiscal Year 2027-2028 and for each subsequent renewal thereafter; 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-5 is hereby replaced with “Exhibit B-6” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B-5” shall refer to “Exhibit B-6” commencing as of the effective date of this Amendment No. 6.
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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to Napa County Agreement No. 230135B 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: <u>Jo Ann Iwasaki Parker</u> Deputy County Counsel Date: <u>November 24, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ 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-6
COMPENSATION

November 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

I. Compensation

- A. Contract maximum not to exceed \$273,242.00 for FY25-26 and 26-27. As of July 1, 2027, the contract maximum will revert to \$219,242.
- B. Approved Specialty Mental Health Services performed, at any program site, shall be entered into COUNTY EHR. Services entered will be extracted from the EHR by COUNTY HHSA billing team and sent to CONTRACTOR as a report for review and approval.
- C. Approved distribution of Behavioral Health Bridge Housing (BHBH) rental assistance funds. Funds will be made available for SLP clients meeting BHBH criteria for rental assistance. Funds are available annually through June 30, 2027.

II. Payment Rates

COUNTY shall compensate CONTRACTOR for contract services provided and properly documented at current Napa County HHSA Medi-Cal rates, as defined in Exhibit E to the Agreement and posted on the Napa County HHSA website. Exhibit E shall control in the event of a conflict between Exhibit E and the information posted on the Napa County HHSA website.

- A. A billing unit is defined as one minute of service. Only authorized service activities provided by eligible staff, while providing Medi-Cal eligible services to Napa County Medi-Cal eligible clients, shall qualify for payment. The following requirements apply for claiming of services:
 - I. Accurate and precise number of minutes shall be reported and billed properly, by a qualified staff member.
 - II. A maximum of 60 units of time may be reported or claimed for any single client during a one-hour period.
 - III. Units of time reported or claimed shall not exceed hours worked by eligible staff.
 - IV. When a single staff member provides eligible service to, or on behalf of, more than one beneficiary at the same time, the staff member's time must be prorated to each beneficiary.
 - V. When more than one staff member provides an eligible service to more than one beneficiary at the same time, the time utilized by all those providing the service shall be added together to yield the total claimable services. The total time claimed shall not exceed the actual time utilized for claimable services.

- VI. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must include clear indication of the clinical necessity for the chosen treatment approach.
- VII. All documentation of services provided to, or on behalf of, more than one beneficiary at the same time, or services provided by multiple staff members to one or more beneficiaries at the same time, must clearly delineate the total minutes of the direct service and the combined number of clients served.
- B. Total contract payments for the term shall not exceed the contract maximum, which is based on an estimate of services that may be performed during the contract period and shall not be considered a guaranteed sum.

III. Clients with Medi-CAL and Other Health Coverage (OHC)

Per Federal Regulation, providers must bill all Other Health Coverage (OHC) options prior to submitting claims to COUNTY for Medi-Cal reimbursement. The CONTRACTOR may bill the COUNTY for claims requiring OHC billing and the COUNTY will pre-pay the pending OHC claim. The CONTRACTOR must provide the Explanation of Benefits (EOB) or denial letter along with a copy of the original claim submitted to private insurance within 5 months from the date of service. If the EOB or denial letter is not received by the COUNTY within 5 months from the date of service, the COUNTY will offset the payment for the current period by this pre-paid amount.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Medi-Cal.

It is in the best interest of the client and CONTRACTOR to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC within 90-days from the date of claim submission, CONTRACTOR may presume denial from the OHC and submit a letter stating that no response was received from the OHC, along with a copy of the original claim submitted to the OHC.

The COUNTY makes every attempt to identify eligibility and notify CONTRACTOR if OHC eligibility exists. As eligibility verification for OHC can be inconsistent, it is also imperative that CONTRACTOR inquire with the client/guardian as to possible OHC and notify the COUNTY if OHC eligibility is discovered.

The COUNTY is unable to provide a comprehensive list of procedures and points of contact for OHC insurers as they are numerous and have individual requirements. Therefore, CONTRACTOR is responsible for obtaining the necessary information to fulfill its duty to bill OHC insurers. As able, the COUNTY will assist CONTRACTOR in finding contact information for OHC insurers, but the COUNTY is under no obligation to do so, and this does not alleviate CONTRACTOR from the sole responsibility to do so.

IV. BHBH Rental Assistance Funds (December 1, 2024 through June 30, 2027)

A limited number of clients served under this contract may also qualify for Behavioral Health Bridge Housing (BHBH) rental assistance. Details regarding distinct eligibility and program requirements for BHBH funding are provided in Exhibit A of this agreement.

COUNTY is the sole referral source for the units at the Griggs Lane property funded through this agreement. CONTRACTOR shall maintain all units in a condition suitable for occupancy and reserve them exclusively for County-referred clients, with priority given to individuals identified through the CARE Act process. COUNTY agrees to pay CONTRACTOR for the full monthly rental cost of all six bedrooms across the three contracted units, regardless of occupancy status, in recognition of the COUNTY's control over referrals and the operational need to ensure units remain available for timely placement of CARE Act and other high-priority clients.

BHBH maximum rates are \$750/month per room per month and shall be invoiced monthly on a COUNTY-approved invoice form. Total annual BHBH rental assistance shall not exceed \$54,000. Clients are expected to contribute a portion of the rent based on their ability to pay. If the Client is unable to contribute, COUNTY agrees to pay the full \$750 per room. If the Client does contribute, the amount payable by COUNTY shall be reduced accordingly. This payment arrangement ensures the availability of housing for eligible clients and supports stability in program operations.

V. Required Submissions

- A. **Budget.** Fifteen days prior to the beginning of the Fiscal Year, CONTRACTOR shall submit an estimated Budget consistent with the Fiscal Year contract maximum. CONTRACTOR shall include estimated FTEs, by standardized classification, and identify those providing Direct Client Care. The COUNTY shall supply a revised Budget Template which correlates to standardized classification fields.
- B. **Invoices.** CONTRACTOR shall submit valid and accurate *Monthly* itemized invoices to BHInvoices@countyofnapa.org by the *15th of each month* for all authorized contract services provided in the preceding *month*. CONTRACTOR shall use COUNTY HHSA billing team service report to review and approve. Upon CONTRACTOR service approval, CONTRACTOR shall submit approved services as an invoice on agency letterhead with total amount due and service month and year to BHInvoices@countyofnapa.org. BHBH invoices shall be submitted separately by the 15th of the month to BHInvoices@countyofnapa.org.

Validity and accuracy of invoice submission is critical to ensure timely payment of invoices for contracted services. Invoices will be paid within 60 days of receipt of invoices. If COUNTY staff requires any invoice follow-up, clarification, adjustment, or resubmission from CONTRACTOR,

the 60-day timeframe for invoice payment resets to the date all outstanding issues are resolved, and the most recently received invoice is confirmed to be valid and accurate.

- A. Annual Cost Report. COUNTY may require CONTRACTOR to submit an annual cost report, at no additional cost to COUNTY. If a cost report is required, CONTRACTOR will be notified, and the cost report will be due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY.

VI. Other Limitations Affecting Payments

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 include, but are not limited to:

1. 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.
2. 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 exception shall be repaid to COUNTY by CONTRACTOR.
3. CONTRACTOR shall reimburse COUNTY for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's failure to perform in accordance with this Agreement, including, but not limited to, CONTRACTOR's insufficient documentation of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.
4. To the extent CONTRACTOR is required to reimburse the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services which CONTRACTOR provides, or demand reimbursement without offset.
5. 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.

CONTRACTOR's failure to comply with this Agreement may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.