

FIRST AMENDMENT 2017-2018

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 18-101**, by and between the **County of Santa Barbara** (County) and **Mental Health Association in Santa Barbara County (DBA Mental Wellness Center)** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2017, except as modified by this First Amended Contract, effective July 1, 2017;

Whereas, County and Contractor agree that Contractor will provide its own equipment, supplies, and technical support for its Client-Led Recovery Learning Center Computer Lab, and that Contractor is qualified to provide this within its current contract maximum amount not to exceed \$1,521,105 through June 30, 2018.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. In Exhibit A-2, Statement of Work -- Recovery Learning Center and Client-Led Program Computer Lab, delete subsection J of Section 2. Services and replace with the following:

J. Contractor shall operate the RLC Computer Lab as follows:

- i. The RLC Computer Lab shall be open not less than 15 hours per week, including formal computer classes.
- ii. Contractor shall recruit for and hire peers as Computer Lab Technicians. Duties of Computer Lab Technicians shall include, but not limited to:
 1. Supervise use of the computers and provide technical support to Computer Lab users;
 2. Provide general oversight of operation of the Computer Lab, including welcoming users, keeping equipment in good working order and keeping the room(s) clean and organized;
 3. Teach an Introduction course for participants who are interested in using the Computer Lab;

II. In Exhibit A-2, Statement of Work -- Recovery Learning Center and Client-Led Program Computer Lab, delete Section 3.Clients, and replace with the following:

Section 3. *This section is intentionally omitted. .*

III. In Exhibit A-2, Statement of Work -- Recovery Learning Center and Client-Led Program Computer Lab, delete Section 5. Staffing, and replace with the following:

FIRST AMENDMENT 2017-2018

5. STAFFING. Contractor shall employ an appropriate mix of full time equivalent (FTE), part-time and volunteer staff to provide Participant desired events and services.

- A. Contractor shall employ 4.0 FTE Peer Facilitators to mentor Participants and coordinate on-site development and governance. These staff will be Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015.
- B. Contractor shall employ 0.2 FTE Program Supervisor (Clinical Program Director and Chief Operating Officer); this position shall act as the clinical and administrative supervisor of the Specialty Mental Health Services Program. The Program Supervisor shall:
 - i. Be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254; or
 - ii. Have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.
- C. During situations when primary staff is absent, depending on availability, Contractor may choose to cover some of the program hours with volunteers or relief workers paid via incentive cards or stipends.
- D. Staff shall have experience in leading client activities and demonstrate responsiveness to Participant issues and concerns.
- E. Contractor shall ensure the Computer Lab is staffed by a minimum of one (1) Computer Lab Technician at all times during operating hours.

IV. In Exhibit A-2, Statement of Work -- Recovery Learning Center and Client-Led Program Computer Lab, delete Section 6. Equipment and Supplies, and replace with the following:

6. EQUIPMENT AND SUPPLIES. As space permits, the RLC Computer Lab will accommodate up to ten (10) computers and associated equipment, as follows:

- A. Contractor Equipment.
 - i. Contractor shall maintain the following items, as specified by the Behavioral Wellness designated staff:
 - a. Network capable, heavy-duty cycle printer;
 - b. Large screen TV, to be used for presentations during classes; and
 - c. Contractor shall be responsible to purchase computers, supplies and any replacement parts necessary for ongoing operation of the Computer Lab including printer cartridges, paper, cleaning supplies, etc..

FIRST AMENDMENT 2017-2018

ii. Hardware purchased through this Contract shall be the property of the County and depreciated in accordance with generally accepted accounting practices. If the Computer Lab ceases operation or if the Agreement is terminated before the hardware is fully depreciated, Contractor shall return hardware to County.

B. County Property. County has purchased ten (10) computers (including monitor, keyboard, mouse, and CPU) for the use in the Computer Lab. The computers shall be returned to County upon termination of this Agreement.

V. All other Terms and Conditions remain in full force and effect.

FIRST AMENDMENT 2017-2018

SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Mental Health Association in Santa Barbara County DBA as Mental Wellness Center.**

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on July 1, 2017.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

MENTAL HEALTH ASSOCIATION IN SANTA
BARBARA DBA AS MENTAL WELLNESS
CENTER

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management