

# First Amendment FY 18-19

## TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is First Amendment (hereafter referred to as the “First Amended Contract”) to the Agreement for Services of Independent Contractor, referenced as number **BC 19-029**, 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 original contract approved by the County Board of Supervisors in June 2018, except as modified by this First Amended Contract.

**Whereas**, Contractor is providing staff to collaborate with County to provide Crisis Counseling Services to Santa Barbara County residents under the California Hope – 805 Regular Service Program.

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

### I. **Add Exhibit A-6 – Statement of Work – MH – Crisis Counseling Assistance and Training:**

1. **PROGRAM SUMMARY.** The California Hope – 805 Program (hereafter “Program”) is designed to provide supplemental assistance for Santa Barbara Community members affected by the Thomas Fire and Montecito Mudslide. The Program shall assist individuals and communities in recovering from the effects of these natural disasters by providing community-based outreach and psycho-educational services. The Program is currently a County funded program that covers the term of July 1, 2018 through April 30, 2019, with the expectation that County will receive additional FEMA grant funding through the Department of Health Care Services (DHCS) to cover the cost of providing these services in FY 18-19. In the event that FEMA funding is reduced from the anticipated amount or not provided to the County for any reason, Contractor understands and agrees that Behavioral Wellness will provide immediate notice to Contractor to reduce or stop services under this Program.

For the period that Contractor provides Crisis Counseling services, Contractor agrees to comply with and adhere to the terms and conditions set forth in the DHCS Agreement #17-94705 with Behavioral Wellness, including the Federal Emergency Management Agency (FEMA) grant conditions attached hereto as Attachment F. Contractor further agrees to timely complete and return the required certification (Attachment F-1) to the County for inclusion as part of the County’s Final Invoice(s) to DHCS under Agreement #17-94705.

### 2. **PROGRAM GOALS.**

- A. Help disaster survivors recover from the adverse reactions to disaster and begin to rebuild their lives;
- B. Assist survivors in understanding their personal reactions and mitigate stress;
- C. Help survivors review their disaster recovery options and plan action steps and solutions to resolve losses and overcome adversities;
- D. Promote the use and development of coping strategies, providing emotional support;
- E. Help survivors prioritize their needs and connect with organizations or people who can assist them, leaving behind a permanent legacy of more adaptive coping skills, educational and resource materials, and enhanced community linkages.

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### 3. DISASTER CRISIS COUNSELING

Crisis Counseling means the application of individual and group treatment procedures which are designed to ameliorate the mental and emotional crises and their subsequent psychological and behavioral conditions resulting from a major disaster or its aftermath.

The key difference between traditional mental health services and crisis counseling is the way services are provided. The traditional model provides assistance to individuals for an existing pathological condition or disorder. Typically, the mental health professional and client will discuss various treatment options and agree to certain interventions and treatment goals.

California Hope – 805 Crisis Counseling services are individual and group encounters that serve to engage people and encourage them to talk about their disaster experiences and teach them how to manage stress. These activities help counselors identify people who may need referrals to behavioral health treatment. Crisis Counseling activities enhance social and emotional connections with community members, promoting effective coping strategies and facilitating resilience. Crisis Counselors work closely with community organizations to familiarize themselves and link survivors with available resources.

**4. SERVICES.** Contractor and County will collaborate to provide primary and secondary services according to the staffing structures described in Section 8 and according to timelines agreed between the parties. Primary services are higher in intensity, as they involve personal contact with individuals, families, or groups. Secondary services have a broader reach and less intensity with a focus of reaching as many people as possible.

A. Primary Services:

- i. *Individual Crisis Counseling:* Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them.
- ii. *Basic Supportive or Educational Contact:* General support and information on resources and services available to disaster survivors.
- iii. *Group Crisis Counseling:* Group sessions led by trained crisis counselors who offer skills to help survivors cope with their situations and reactions.
- iv. *Public Education:* Information and education about typical reactions, helpful coping strategies, and available disaster-related resources.
- v. *Community Networking and Support:* Relationship building with community resource organizations, faith-based groups, and local agencies.
- vi. *Referral, and Resource Linkage:* Adult and child needs referral to additional disaster relief services, mental health or substance abuse treatment.

B. Secondary Services:

- i. *Development and Distribution of Educational Materials:* Flyers, brochures, tip sheets, educational materials, and web site information developed and distributed by Program staff.
- ii. *Media and Public Service Announcements:* Media activities and public messaging in partnership with local media outlets, state and local governments, charitable organizations, or other community brokers.

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- C. Service Locations: County of Santa Barbara as defined by the Immediate Services Program Grant Application.
5. **PROGRAM MODEL.** The California Hope – 805 Crisis Counseling Program is designed to provide behavioral health support, primarily relying on face-to-face contacts with survivors and their communities. Contractor and/or County staff will provide these support-centered services to survivors over a specific period of time. Eight key principles guide the Program’s approach.
- A. *Strengths-based:* Crisis counselors assume natural resilience in individuals and communities, and promote independence rather than dependence on the Program, other people, or organizations. Crisis counselors help survivors regain a sense of control.
  - B. *Outreach-oriented:* Crisis counselors take services into the communities rather than wait for survivors to come to them.
  - C. *More practical than psychological in nature:* Crisis counseling is designed to prevent or mitigate adverse repercussions of disasters rather than to treat them. Crisis counselors provide support and education, listen to survivors, and accept the content at face value. Crisis counselors help survivors to develop a plan to address self-identified needs and suggest connections with other individuals or organizations that can assist them.
  - D. *Diagnosis-free:* Crisis counselors do not classify, label, or diagnose people; they keep no records or case files. The Program does not provide mental health or substance use treatment, or critical incident stress debriefing. Services are supportive and educational in nature.
  - E. *Conducted in nontraditional settings:* Crisis counselors make contact with survivors in their homes and communities, not in clinical or office settings.
  - F. *Culturally aware:* The Program embraces cultural and spiritual diversity as reflected in culturally relevant outreach activities that represent the communities served.
  - G. *Designed to strengthen existing community support systems:* Crisis counselors support, but do not organize or manage, community recovery activities. Likewise, the Program supplements, but does not supplant or replace, existing community systems.
  - H. *Provided in ways that promote a consistent program identity:* Crisis counselors should work together early to establish a unified identity. The Program strives to be a single, easily identifiable program, with services delivered by various local agencies.
6. **TARGET POPULATION.** Contractor and/or County staff shall provide services as described in Section 4 to approximately 2146 clients during the Regular Services Program component, with a Program Goal that at least 40% of the target services shall be provided by the midpoint of the service period. Program staff shall utilize a population exposure model outlined below to help identify and prioritize groups who could benefit from crisis counseling services. This model mirrors a “ripple effect,” illustrating how the effect of a disaster expands to wider segments of the community:
- A. Injured survivors, bereaved family members;
  - B. Survivors with high exposure to disaster trauma, or evacuated from disaster zones;
  - C. Bereaved extended family and friends, first responders;
  - D. People who lost homes, jobs, and possessions;
  - E. People with preexisting trauma and other dysfunction;
  - F. At-risk groups and other disaster responders;
  - G. Affected people from the larger community.

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**7. MANDATORY TRAINING.** FEMA and SAMHSA have developed a series of standardized Crisis Counseling Assistance training modules for Crisis Counseling Staff. The following in-person trainings are required for the Program:

- A. Core Content Training: a two-day training that covers basic crisis counseling skills and services, data collection, and stress management techniques;
- B. Transition to Regular Services Program (RSP) Training: prepares Program staff to support ongoing behavioral health needs and longer-term recovery;
- C. Online Data Forms Training for Crisis Counselors: Mobile Data Collection Application Training;
- D. Online database training;
- E. Review of the mobile Crisis Counseling Assistance and Training Program mobile application training video;
- F. RSP Mid-program Training: provides crisis counselors with problem-solving techniques for tough situations. It also addresses staff morale and stress management; and
- G. RSP Phasedown Training: covers topics related to planning ahead, leaving a legacy, and maintain community partnerships as the Program ends.

## **8. STAFFING.**

### A. Contractor Staff

- i. Team Lead (2 FTE) shall be an experienced disaster behavioral health worker or behavioral health professional who supervises paraprofessional or less experienced crisis counselors and:
  - a) Collaborates with County Program Manager and team including Administrative Assistant, Data Evaluation Specialist, and Fiscal Specialist;
  - b) Leads a team of crisis counselors in the field;
  - c) Trains, debriefs, and provides supervision for the crisis counselors;
  - d) Provides coordination and oversight of the crisis counselors' plans of service;
  - e) Helps assess people who require traditional mental health or substance use treatment;
  - f) Uses data to conduct ongoing needs assessment;
  - g) Coordinates data collection activities and reviews data form submissions for accuracy;
  - h) Reviews and accepts or rejects forms submitted through the mobile application; and
  - i) Performs crisis counseling as needed.
- ii. Crisis Counselor (up to 10 FTE)
  - a) Works with individuals, families, and groups to provide outreach, emotional support, individual and group counseling, public education, and referrals when needed;
  - b) Represents program in the community and networks with other agencies and partners to ensure needs of survivors are met;
  - c) Provides presentations to community groups on disaster reactions, coping skills, stress management, and the Program; and
  - d) Uses mobile application to complete data forms.
- iii. Administrative Assistant Specialist/Evaluation Specialist (.50 FTE)
  - a) Provides administrative support including but not limited to collecting and verifying

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timesheets, collecting data forms, ordering supplies, answering office phone calls, photocopying, faxing, and emailing of Program information;

- b) Schedules events and related training activities;
- c) Implements and oversees the Program's data collection activities and is the point of contact for entering data into the Program's web-based system; and
- d) Supports program manager and team leads and coordinates with County.

### B. County Staff

- i. Program Manager (1 FTE) – County employee with the option to transition to Contractor. Transition as determined by County.
  - a) Acts as lead coordinator and manager for the crisis counseling response;
  - b) Oversees staffing, training, reporting, data analysis, and fiscal monitoring;
  - c) Works with other disaster service agencies to ensure coordination of behavioral health response and no duplication of services;
  - d) Conducts regular site visits and accompanies crisis counselors as an observer to ensure appropriate services are delivered; and
  - e) Represents Program at high-level meetings within the community.
- ii. Fiscal Specialist (.5 FTE)
  - a) Tracks and monitors funds, reviews and submits requests for program budget modifications and prepares fiscal reports;
  - b) Performs quality control and oversight of program purchases;
  - c) Works closely with leadership staff to ensure that funds are accessible and are being appropriately used for crisis counseling services; and
  - d) Processes timesheets and payroll.

## 9. MOBILE APPLICATION USE AND DATA COLLECTION.

A. Mobile Application Overview. The mobile application for data collection is designed to enhance and streamline the process of data entry and reduce the lag time between data collection and its availability to Program staff and federal partners. The mobile application is intended for use by crisis counselors with access being restricted to those individuals with authorized accounts in the Crisis Counseling Assistance and Training Program Online Data Collection and Evaluation System (ODCES). The mobile application can work with all mobile devices.

- i. The devices must have access to the Internet, either through Wi-Fi or cellular data, in order to download the application.
- ii. The devices must also be able to access the internet on a regular basis to enable data upload through the mobile application to the ODCES.
- iii. Use of the mobile app during an encounter will require crisis counselors to explain what data are being collected and for what reason. Users can explain to the survivors that the data are anonymous – no name, addresses, or personally identifiable information are collected. Showing the data collection app to the survivor can also be useful.
- iv. Completed forms should be uploaded once the counselor who completed the form has access to an Internet connection – either immediately or by the end of the day.

B. Technology Needs. The mobile application requires access to the ODCES for data entry

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and reporting. It also requires program-provided mobile devices or coverage of service for personal devices in the field. Devices must have access to Wi-Fi or a cellular service plan. County will provide Contractor with 8 cellular phones and County will be responsible for service lines. Contractor shall return cellular phones at the end of the Program.

- C. User Access and Management. The mobile application allows staff to manage user access to the mobile application and the ODCES. In order to gain access to the system, all Program staff are required to have an email address (personal or provided by the program) and maintain a secure password. The paper-based format requires that the SAMSHA Disaster Technical Assistance Center (DTAC) manage user access and establish accounts for only those people designated as responsible for data or program reporting.
- D. Data Entry Responsibility. Use of the mobile application allows crisis counselors to enter data and upload their forms into the online system. In Programs using paper forms, a data entry assistant will be responsible for data entry in the online system.

**II. Delete Exhibit B-1-MH, Schedule of Rates and Contract Maximum, and replace with the following:**

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**EXHIBIT B-1 MH  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

**CONTRACTOR NAME:** Mental Wellness Center **FISCAL YEAR:** 2018-2019

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	MHS - Rehab (Individual)	Minutes	41	\$3.18
			Crisis Intervention	Minutes	70	\$4.73
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM								TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)/Computer Lab	Alameda House	CG House	De La Vina House	Polly's House	Crisis Counseling Program	
<b>GROSS COST:</b>	\$ 427,087	\$ 64,524	\$ 257,000	\$ 453,653	\$ 456,128	\$ 144,060	\$ 477,065	\$ 850,446	\$3,129,963
<b>LESS REVENUES COLLECTED BY CONTRACTOR:</b>									
PATIENT FEES	\$ 76,248								\$ 76,248
CONTRIBUTIONS				\$ 42,000	\$ 67,000	\$ 58,938	\$ 84,667		\$ 252,605
OTHER (LIST):									\$ -
<b>TOTAL CONTRACTOR REVENUES</b>	\$ 76,248	\$ -	\$ -	\$ 42,000	\$ 67,000	\$ 58,938	\$ 84,667		\$328,853
<b>MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:</b>	\$ 350,839	\$ 64,524	\$ 257,000	\$ 411,653	\$ 389,128	\$ 85,122	\$ 392,398	\$ 850,446	\$ 2,801,110

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)									
MEDI-CAL (3)	\$ 319,263			\$ 226,409	\$ 214,020		\$ 353,158		\$ 1,112,851
NON-MEDI-CAL		\$ 64,524	\$ 257,000	\$ 185,244	\$ 175,108	\$ 85,122		\$ 850,446	\$ 1,617,443
SUBSIDY	\$ 31,576						\$ 39,240		\$ 70,815
OTHER (LIST):FEMA Grant									\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>	\$ 350,839	\$ 64,524	\$ 257,000	\$ 411,653	\$ 389,128	\$ 85,122	\$ 392,398	\$ 850,446	\$ 2,801,110

CONTRACTOR SIGNATURE: \_\_\_\_\_  
 STAFF ANALYST SIGNATURE: \_\_\_\_\_  
 FISCAL SERVICES SIGNATURE: \_\_\_\_\_

(1) Additional services may be provided if authorized by Director or designee in writing.  
 (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.  
 (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

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### III. Delete Exhibit B-2, Contractor Budget, and replace with the following:

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet Entity Budget By Program														
AGENCY NAME:		Mental Health Association in Santa Barbara												
COUNTY FISCAL YEAR:		2018/2019												
Gray Shaded cells contain formulas, do not overwrite														
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13
	I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)	California Hope 805	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
1	Contributions			\$ -										
2	Foundations/Trusts			\$ -										
3	Miscellaneous Revenue			\$ -										
4	Behavioral Wellness Funding			\$ 2,801,109	\$ 350,839	\$ 411,653	\$ 389,128	\$ 392,398	\$ 85,122	\$ 64,524	\$ 257,000	\$ 850,445		
5	Other Government Funding			\$ -										
6	Other (specify)			\$ -										
7	Other (specify)			\$ -										
8	Other (specify)			\$ -										
9	Other (specify)			\$ -										
10	Total Other Revenue		\$ -	\$ 2,801,109	\$ 350,839	\$ 411,653	\$ 389,128	\$ 392,398	\$ 85,122	\$ 64,524	\$ 257,000	\$ 850,445	\$ -	\$ -
I.B. Client and Third Party Revenues:														
11	4360.4455: Rent / Client Fees			58,938					\$ 58,938					
12	4360: Board and Care / SSI			269,915	\$ 76,248	\$ 42,000	\$ 67,000	\$ 84,667						
13	Other (specify)			-										
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ -	\$ 328,853	\$ 76,248	\$ 42,000	\$ 67,000	\$ 84,667	\$ 58,938	\$ -	\$ -	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ -	\$ 3,129,962	\$ 427,087	\$ 453,653	\$ 456,128	\$ 477,065	\$ 144,060	\$ 64,524	\$ 257,000	\$ 850,445	\$ -	\$ -



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III. DIRECT COSTS	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)	California Hope 805	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
<b>III.A. Salaries and Benefits Object Level</b>												
6000-6001: Salaries (Complete Staffing Schedule)		\$ 1,712,720	\$ 226,564	\$ 246,411	\$ 243,204	\$ 241,744	\$ 31,772	\$ 44,172	\$ 137,384	\$ 541,469	\$ -	\$ -
6128-6129 Benefits (medical, dental, vision & 401k)		\$ 233,541	\$ 22,656	\$ 24,641	\$ 24,321	\$ 24,174	\$ 3,177	\$ 4,417	\$ 13,739	\$ 116,416		
Consultant		\$ 4,000							\$ 4,000			
6123-6125-6127: Payroll Costs (FICA, SUTA & WC)		\$ 233,541	\$ 22,656	\$ 24,641	\$ 24,321	\$ 24,174	\$ 3,177	\$ 4,417	\$ 13,739	\$ 116,416		
<b>Salaries and Benefits Subtotal</b>	\$ -	\$ 2,183,802	\$ 271,876	\$ 295,693	\$ 291,845	\$ 290,093	\$ 38,126	\$ 53,006	\$ 168,861	\$ 774,301	\$ -	\$ -
<b>III.B Services and Supplies Object Level</b>												
6221: Rent / Mortgage		\$ 290,478	\$ 41,436	\$ 43,260	\$ 49,440	\$ 40,000	\$ 57,968	\$ 3,806	\$ 54,568			
6233:Supplies		\$ 29,528	\$ 7,711	\$ 3,277	\$ 3,336	\$ 8,229	\$ 4,500			\$ 2,475		
6234: Staff Expense / New Hire Testing		\$ 5,297	\$ 630	\$ 1,500	\$ 1,500	\$ 1,667						
6235: Telephone / Communication		\$ 19,248	\$ 4,922	\$ 3,956	\$ 4,154	\$ 3,300	\$ 2,916					
6237:Utilities		\$ 28,648	\$ 6,765	\$ 5,089	\$ 6,872	\$ 5,000	\$ 4,922					
6239:Repairs & Maintenance		\$ 42,321	\$ 6,390	\$ 13,595	\$ 11,201	\$ 6,667	\$ 4,468					
6245:Mileage (reim., fuel, repairs & registration)		\$ 78,342	\$ 2,308	\$ 4,350	\$ 4,150	\$ 3,333				\$ 64,201		
6263: Equipment & Furnishings		\$ 10,223	\$ 1,056	\$ 2,500	\$ 2,500	\$ 1,667	\$ 2,500					
6265:Insurance		\$ 22,664	\$ 3,065	\$ 6,404	\$ 6,405	\$ 4,270	\$ 2,520					
6267: Licenses		\$ 1,812	\$ 604	\$ 604	\$ 604	\$ -						
6275:Professional Services		\$ 8,806				\$ -	\$ 4,306			\$ 4,500		
6289: Miscellaneous		\$ 9,416	\$ 532	\$ 500	\$ 500	\$ 2,417	\$ 500			\$ 4,968		
6388: Depreciation		\$ 16,660	\$ 9,996			\$ 6,664						
Start Up Fees / Polly's House / Licensing		\$ 25,000				\$ 25,000						
<b>Services and Supplies Subtotal</b>	\$ -	\$ 588,444	\$ 85,415	\$ 85,035	\$ 90,662	\$ 108,213	\$ 84,600	\$ 3,806	\$ 54,568	\$ 76,144	\$ -	\$ -
<b>III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)</b>												
Food - SSI Funded		\$ 66,667	\$ 14,500	\$ 14,500	\$ 14,500	\$ 16,533	\$ 2,500					
<b>SUBTOTAL DIRECT COSTS</b>	\$ -	\$ 2,838,912	\$ 371,791	\$ 395,228	\$ 397,007	\$ 414,839	\$ 125,227	\$ 56,813	\$ 223,429	\$ 850,445	\$ -	\$ -

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	IV. INDIRECT COSTS												
41	6999: Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 295,183	\$ 55,296	\$ 58,425	\$ 59,121	\$ 62,226	\$ 18,833	\$ 7,711	\$ 33,571			
41	<b>GROSS DIRECT AND INDIRECT COSTS</b> (Sum of lines 40+41)	\$ -	\$ 3,134,095	\$ 427,087	\$ 453,653	\$ 456,128	\$ 477,065	\$ 144,060	\$ 64,524	\$ 257,000	\$ 850,445	\$ -	\$ -

6230-6255-6261-6271-6273-6291: Miscellaneous - Advertising (open positions), social/recreation, dues & subscriptions, postage, printing, property taxes  
 \* Contributions solely cover costs in excess of contract maximum or costs not reimbursable under this contract.

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## IV. Add Attachment F, FEMA Grant Conditions.

### **ATTACHMENT F** **FEMA Grant Conditions** (applicable to programs described in Exhibit A-6)

#### Additional Federal Clauses Applicable for Federal Funding under this Agreement:

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

#### 1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

#### 2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### 3. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 4. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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### 5. DEBARMENT AND SUSPENSION

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit F-1, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### 7. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

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- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### 8. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:
- i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or

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- iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

### D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
  - In the contract price or delivery schedule or both; and
  - In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

## 9. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

## 10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

## 11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter

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resulting from the Agreement.

### 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.



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V. **Add Attachment F-1, Certification for Contracts, Grants, Loans and Cooperative Agreements.**

**EXHIBIT F-1**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**IV. All other Terms and Conditions remain in full force and effect.**

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

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective on July 1, 2018.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
DAS WILLIAMS, 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  
County (DBA 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