

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC # 22-227** (hereafter First Amendment to the Agreement), is made by and between the **County of Santa Barbara** (hereafter County or Department) and **Stalwart Clean & Sober, Inc.** (hereafter Contractor), for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 22-227, on February 28, 2023 for the provision of Recovery Residence services for a total Maximum Contract Amount not to exceed **\$224,475**; inclusive of **\$27,375** for FY 21-22 and **\$ 197,100** for FY 22-23, for the period of April 11, 2022 to June 30, 2023; and

WHEREAS, this First Amendment to the Agreement increases the Fiscal Year contract maximum amount for Fiscal Year 22-23 by **\$37,900**, to sustain the program through the end of the Fiscal Year, for a new FY 22-23 contract amount of **\$235,000**, for a new contract maximum amount not to exceed **\$262,375** for FY 21-23, for the period of April 11, 2022 through June 30, 2023; and

WHEREAS, this First Amendment to the Agreement adds required Federal provisions including Federal Award Identification Tables for FY 22-23.

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

I. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions: ADP) and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$262,375**, inclusive of **\$27,375** for FY 21-22 and **\$235,000** for FY 22-23, during the term of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance.

II. Delete Exhibit B-4 (Federal Identification Table) in its entirety and replace with the following:

**EXHIBIT B-4
FEDERAL IDENTIFICATION TABLE**

Federal Award Identification. CONTRACTOR acting as a Federal Subrecipient shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this subaward. The following Federal Award Information is provided in accordance with 2 CFR § 200.332:

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Stalwart Clean and Sober
2	Subrecipient Unique Entity Number (DUNS Number)	01-218-9467
3	Federal Award ID	1B08T1083527-01
4	FAIN	B08T1083527
5	Federal Award Date	3/11/2021
6	Subaward Period of Performance - Start Date and End Date	07/01/2021-06/30/2022
7	Subaward Budget Period - Start Date and End Date	07/01/2021-06/30/2022
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$27,375.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$27,375.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$27,375.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

FFY22 Federal Award Identification Table		
1	Subrecipient Name	Stalwart Clean and Sober
2	Subrecipient Unique Entity Number (DUNS Number)	01-218-9467
3	Federal Award ID	1B08T1083527-01
4	FAIN	B08T1083527
5	Federal Award Date	3/11/2021
6	Subaward Period of Performance - Start Date and End Date	07/01/2022-12/31/2022
7	Subaward Budget Period - Start Date and End Date	07/01/2022-12/31/2022
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$136,710.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$136,710.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$136,710.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
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FFY22 Federal Award Identification Table		
1	Subrecipient Name	Stalwart Clean and Sober
2	Subrecipient Unique Entity Number (DUNS Number)	01-218-9467
3	Federal Award ID	1B08TI084632-01
4	FAIN	B08TI084632
5	Federal Award Date	2/10/2022
6	Subaward Period of Performance - Start Date and End Date	01/01/2023-06/30/2023
7	Subaward Budget Period - Start Date and End Date	01/01/2023-06/30/2023
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$98,290.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$98,290.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$98,290.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
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III. Delete Exhibit B-1 (Schedule of Rates and Contract Maximum) FY 21-23 in its entirety, and replace with the following:

**EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)**

CONTRACTOR NAME: <u>Stalwart</u>				FISCAL YEAR: <u>2021-23</u>			
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Residential	N/A	Recovery Residences - Room & Board Only	Bed Day	N/A	59	\$45.00
					Program	TOTAL	
					Recovery Residence (Starting April 11, 2022)		
GROSS COST:					\$ 27,375	\$ 27,375	
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES						\$	-
CONTRIBUTIONS						\$	-
OTHER (LIST):						\$	-
TOTAL CONTRACTOR REVENUES					\$ -	\$	-
MAXIMUM CONTRACT AMOUNT PAYABLE:					\$ 27,375	\$	27,375
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**							
Drug Medi-Cal						\$	-
Realignment/SAPT - Discretionary					\$ 27,375	\$	27,375
Realignment/SAPT - Perinatal						\$	-
Realignment/SAPT - Adolescent Treatment						\$	-
Realignment/SAPT - Primary Prevention						\$	-
CalWORKS						\$	-
Other County Funds						\$	-
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ 27,375	\$	27,375
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ 235,000	\$	235,000
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ 262,375	\$	262,375
CONTRACTOR SIGNATURE:				<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by: STEVE GORALSKI <small>721D62AB94B841C...</small> </div>			
FISCAL SERVICES SIGNATURE:				_____			
<p>***Funding sources are estimated at the time of contract execution and may be reallocated at the discretion of the Behavioral Wellness Director or designee based on available funding sources.</p> <p>**Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.</p> <p>¹Rate based on approved costs.</p>							

IV. Delete and Replace Exhibit B-2 (Budget Packet Entity Budget by Program) FY 22-23
with the following:

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program

AGENCY NAME: Stalwart Clean & Sober Inc.
 COUNTY FISCAL YEAR: FY22-23

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP - CRRSAA Recovery Residence
1	Contributions			\$ -	
2	Foundations/Trusts			\$ -	
3	Miscellaneous Revenue			\$ -	
4	Behavioral Wellness Funding		235,000	\$ 235,000	235,000
5	Other Government Funding			\$ -	
6	Private Insurance			\$ -	
7	Federal Probation			\$ -	
8	Other (specify) - State Parole (Community Solutions Inc)		75,840	\$ -	
9	Other (specify) County Probation)AB109		37,920	\$ -	
10	Total Other Revenue		\$ 348,760	\$ 235,000	\$ 235,000
	I.B Client and Third Party Revenues:				
11	Client Fees		241,280		
12	SSI		47,400		
13	Other (specify)				
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 288,680	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 637,440	\$ 235,000	\$ 235,000

	III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP - CRRSAA Recovery Residence
	III.A. Salaries and Benefits Object Level				
16	Salaries (Complete Staffing Schedule)		87,500	\$ 7,500	7,500
17	Employee Benefits			\$ -	
18	Consultants		11,237	\$ 10,000	10,000
19	Payroll Taxes		7,310	\$ 1,600	1,600
20	Salaries and Benefits Subtotal		\$ 106,047	\$ 19,100	\$ 19,100

III.B Services and Supplies Object Level				
21	Equipment Depreciation and Maintenance	-	\$ -	-
22	Medical, Dental and Laboratory Supplies	-	\$ -	-
23	Membership Dues	-	\$ 200	200
24	Equipment Rental and Lease	2,287	\$ 1,313	1,313
25	Clothing and Personal Supplies	-	\$ 500	500
26	Food	5,625	\$ 3,000	3,000
27	Laundry Services and Supplies	7,712	\$ 1,855	1,855
28	Training	-	\$ -	-
29	Telephone/Communications	6,310	\$ 2,814	2,814
30	Depreciation - Structures and Improvements	185	\$ 25	25
31	Insurance	16,098	\$ 7,025	7,025
32	Interest Expense	-	\$ -	-
33	Maintenance - Structures, Improvements, and Grounds	11,781	\$ 21,128	21,128
34	Office Expense	11,800	\$ 4,500	4,500
35	Publications and Legal Notices	800	\$ 600	600
36	Rents & Leases - Land, Structure, and Improvements	278,606	\$ 76,975	76,975
37	Taxes and Licenses	4,453	\$ 1,898	1,898
38	Drug Screening and Other Testing	14,800	\$ 4,700	4,700
39	Utilities	55,505	\$ 14,745	14,745
40	Pharmaceutical	-	\$ -	-
41	Professional and Special Services	44,500	\$ 27,322	27,322
42	Transportation	1,500	\$ 700	700
43	Travel	600	\$ 600	600
44	Gas, Oil, & Maintenance - Vehicles	3,000	\$ 2,000	2,000
45	Rents & Leases - Vehicles	-	\$ -	-
46	Depreciation - Vehicles	-	\$ -	-
47	Other / Miscellaneous / Supplies	65,831	\$ 44,000	44,000
48	Services and Supplies Subtotal	\$ 531,393	\$ 215,900	\$ 215,900
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -	
50			\$ -	
51	SUBTOTAL DIRECT COSTS	\$ 637,440	\$ 235,000	\$ 235,000
52	IV. INDIRECT COSTS			
53	Administrative Indirect Costs (Reimbursement limited to 10%)	-	\$ -	
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 637,440	\$ 235,000	\$ 235,000

- V. The terms and provisions set forth in this First Amendment to the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by this First Amendment to the Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- VI. This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

(This section intentionally left blank.)

SIGNATURE PAGE FOLLOWS

A 6-1-23


SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Stalwart Clean & Sober, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:


DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date:

5-16-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

Date:

5-16-23

CONTRACTOR:

STALWART CLEAN & SOBER, INC.

By:

DocuSigned by:
STEVE GORALSKI
721D62A894B631C
Authorized Representative

Name:

STEVE GORALSKI

Title:

770838

Date:

5/5/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:


DocuSigned by:

40A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER


By:

DocuSigned by:

D25049E2AF094BE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By:

DocuSigned by:

2095C5A16FE1474...
Director

AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:

DC240ACTE04247D...
Risk Manager