

Board Contract # 23-040

**THIRD AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

PACIFIC PRIDE FOUNDATION

FOR

ALCOHOL AND DRUG PROGRAMS

THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS THIRD AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #23-040**, is made by and between the **County of Santa Barbara** (County or Department), a political subdivision of the State of California and **Pacific Pride Foundation** (Contractor), a California non-profit corporation with a principal address at 608 Anacapa Street, Suite A., Santa Barbara, CA 93101, for the continued provision of services specified herein (hereafter Third Amendment Agreement).

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; and

WHEREAS, on June 27, 2023, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with Pacific Pride Foundation on July 01, 2023, referred to as BC #23-040, (hereafter Agreement) for the provision of county-wide Alcohol and Drug Outreach and Targeted Cultural Competency Training and Opioid Overdose Prevention and Reversal Program Services for a total maximum contract amount not to exceed **\$352,000**, inclusive of \$88,000 per fiscal year, for the period of July 1, 2023, through June 30, 2027; and

WHEREAS, on November 5, 2024, the County Board of Supervisors approved a First Amendment to the Agreement (hereafter, First Amended Agreement) to suspend Outreach and Targeted Cultural Competency Training services effective September 30, 2024; suspend Alcohol and Drug Program (ADP) Opioid Overdose Prevention and Reversal Services effective September 30, 2024, instated Syringe Services Program (SSP) services effective October 1, 2024, added the FY 24-25 Federal Award Identification Table to Exhibit B-3; add Programs Goals, Outcomes & Measures for SSP; and reduce the total contract maximum amount by \$71,558 for a revised total maximum contract amount of **\$280,442**, inclusive of \$88,000 for FY 2023-24, \$68,484 for FY 2024-25, \$61,979 for FY 2025-26, and \$61,979 for FY 2026-27, for the period of July 1, 2023, through June 30, 2027; and

WHEREAS, on April 8, 2025, the County Board of Supervisors approved a Second Amendment to the Agreement (hereafter, Second Amended Agreement), by deleting and replacing Exhibit B-2, (Entity Budget By Program Table) FY 2023-27, by deleting and replacing Exhibit B-3, (Federal Award Identification Table) FY 2024-25, by adding Exhibit B-3, (Federal Award Identification Table) FY 2025-26, and to update certain standard terms and federal award identification information in compliance with State and federal requirements, with no changes to the total maximum contract amount of \$280,442, and with no change to contract term of July 1, 2023, through June 30, 2027; and

WHEREAS, the parties now wish to make certain changes to the Agreement through this Third Amendment to update certain standard terms and conditions in compliance with State and federal requirements; to update general Alcohol Drug Program (ADP) Substance Use Prevention and Treatment Block Grant (SUBG) provisions in Exhibit A-1; to terminate the SSP (Exhibit A-4), effective November 15, 2025; to reinstate the Opioid Overdose Prevention and Reversal Services (Exhibit A-5.), effective October 1, 2025; and to update financial provisions in Exhibit B, the schedule of rates and contract maximum in Exhibit B-1, and the entity budget by program in Exhibit B-2; with no change to the total maximum contract amount of \$280,442, with no change to the contract term of July 1, 2023 through June 30, 2027.

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

I. Delete Section 8, Debarment and Suspension, Subsections B, C, D, and E of the Standard Terms and Conditions of the Agreement and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- B.** Contractor shall also comply with the debarment and suspensions provisions set forth in Exhibit A-1 General Provisions: ADP to this agreement.

II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement and replace it with the following:

10. CONFLICT OF INTEREST.

- A.** Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.
- B.** Contractor shall also comply with the conflict of interest provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.

III. Delete Section 11, Ownership of Documents and Intellectual Property, of the Standard Terms and Conditions of the Agreement and replace it with the following:

11. OWNERSHIP OF DOCUMENTS AND INTELECTUAL PROPERTY.

- A.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate,

protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

IV. Delete Section 14, Records, Audit and Review, of the Standard Terms and Conditions of the Agreement and replace it with the following:

14. RECORDS, AUDIT, AND REVIEW.

- A. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B. Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.
- C. Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

V. Delete Section 16, Nondiscrimination, of the Standard Terms and Conditions of the Agreement and replace it with the following:

16. NONDISCRIMINATION.

- A. County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

B. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 General Provisions: ADP to this Agreement.

VI. Delete Section 19, Termination, Subsection A, By County, Subsections 2, For Nonappropriation of Funds; and Subsection C, Upon Termination, of the Standard Terms and Conditions of the Agreement and replace it with the following:

19. TERMINATION.

A. By County.

2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

C. Upon Expiration or Termination. Upon expiration or termination of this Agreement, 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.

VII. Delete Section 34, Compliance with Privacy Laws, of the Standard Terms and Conditions of the Agreement in its entirety and replace it with the following:

34. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

A. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300 and 45 Code of Federal Regulations part 75, which are incorporated herein by reference.

B. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

VIII. Delete Section 35, Court Appearances, of the Standard Terms and Conditions of the Agreement and replace it with the following:

35. MANDATORY DISCLOSURES.

- A. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency’s integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
- B. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- C. Contractor shall also comply with the disclosure provisions set forth below in Section 39 (Byrd Anti-Lobbying Amendment) and EXHIBIT A-1 General Provisions: ADP to this Agreement.

IX. Delete Section 36, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, of the Standard Terms and Conditions of the Agreement and replace it with the following:

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau

of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- C. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
- G. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

X. Delete Section 37, Mandatory Disclosure, of the Standard Terms and Conditions of the Agreement and replace it with the following:

37. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
- B. For purposes of this section:
 - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XI. Add Subsections B and C to Section 38, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement as follows:

38. PROCUREMENT OF RECOVERED MATERIALS.

- B.** Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- C.** Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

XII. Delete Section 39, Domestic Preferences for Procurements, of the Standard Terms and Conditions of the Agreement and replace it with the following:

39. BYRD ANTI-LOBBYING AMENDMENT. (Applicable to federally funded agreements in excess of \$100,000.)

A. Certification and Disclosure Requirements.

1. Contractor must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
2. Contractor must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
3. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
5. All disclosure forms shall be forwarded from tier to tier until received by County.

B. Prohibition Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

C. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.

XIII. Delete the header of Section 40, Clean Air Act, and Subsection C, of the Standard Terms and Conditions of the Agreement and replace it with the following:

40. CLEAN AIR ACT. (Applicable to federally funded agreements in excess of \$150,000.)

C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XIV. Delete the header of Section 41, Federal Water Pollution Control Act, and Subsections B and C, of the Standard Terms and Conditions of the Agreement and replace it with the following:

41. FEDERAL WATER POLLUTION CONTROL ACT. (Applicable to federally funded agreements in excess of \$150,000.)

B. Contractor agrees to report each violation to California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

XV. Delete Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the Standard Terms and Conditions of the Agreement and replace it with the following:

42. BUSINESS ASSOCIATE. (RESERVED)

XVI. Delete the header of Exhibit A-1, General Provisions – ADP SAPT/SAPG, of the Agreement and replace it with the following:

**EXHIBIT A-1
GENERAL PROVISIONS - ADP SUBG
SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES
BLOCK GRANT (SUBG)**

XVII. Delete the introductory paragraph of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-2 through A-5, as though separately set forth in the scope of work specific to each Program.

XVIII. Delete Section 1, Performance, Subsection A, Compliance with County, State and Federal Requirements, of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

1. PERFORMANCE.

A. Compliance with County, State and Federal Requirements. Contractor shall abide by all applicable provisions of the Performance Agreement between the County and the Department of Health Care Services, Agreement Number 21-10112, 21-10112 A1, 21-10112 A2, as may be amended, which is required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet to receive this funding, and is incorporated by this reference.

1. Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Substance Use Prevention, Treatment and Recovery Services Block Grant funds (SUBG) (previously known as Substance Abuse Prevention and Treatment Block Grant (SABG)). County Alcohol and Drug Programs utilize SUBG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.
2. The SUBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. The Contractor is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200, Uniform Guidance, and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SUBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.
3. Contractor shall abide by all relevant provisions of law governing SUBG 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, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.

XIX. Add Subsection 2, For Recovery Residence Service Programs to Section 2, Staff, Subsection A, Training Upon Hire and Annually Thereafter of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement as follows:

2. STAFF.

A. Training Upon Hire and Annually Thereafter.

2. For Recovery Residence Service Programs:

- i. HIPAA Privacy and Security Training;
- ii. 42 CFR, Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training; and
- vi. County Electronic Health Record (EHR), including SmartCare for service and administrative staff that enter and analyze data in the system (at hire and as needed).

II. Delete Section 2, Staff, Subsection C, Overdose Prevention Training, Subsection 2, of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

2. STAFF.

C. Overdose Prevention Training.

2. Make available and distribute prevention overdose materials as provided by Behavioral Wellness; and

III. Delete Section 4, Reports, Subsection A, Staffing Reports; and Subsection D, Additional Reports, Subsection 2, Third Paragraph, of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

4. REPORTS.

A. Prevention Programs. In accepting funds for prevention services from County, Contractor agrees to submit the following reports, to County:

1. Monthly ECCO “Data Reporting System” electronic data. Contractor shall document all project activities in ECCO “Data Reporting System”;
2. Monthly Service Delivery Data. Contractor shall enter all service delivery data documenting all activities into ECCO “Data Reporting System” according to budgeted Center for Substance Abuse Prevention (CSAP) strategy on a minimum of a monthly basis;
3. **Quarterly Reports.** Contractor shall enter all service delivery data documenting all Champion activities into the Contract Review Reporting Template; and
4. Submit Other Data Collected. Contractor shall submit all environmental data collected and survey or focus group results to the ADP evaluator.

D. Additional Reports.

2. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services and

apply to religious organizations and to State and local governments that provide SUD prevention and treatment services under SUBG.

IV. Add Subsection B, Programmatic, Subsection 5, to Section 4, Reports, of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement as follows:

4. REPORTS.

B. Programmatic.

5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births

V. Delete Section 5, Confidentiality, Subsection A of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

5. CONFIDENTIALITY.

- A. Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 USC Section 300x 53(b); Title 45 CFR 96.132(e); Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Exhibits D and E of the Performance Agreement (No. 21-10112, No. 21-10112A1, No.21-10112A2) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

VI. Delete Section 6, Cultural Competence, Subsection C, Bilingual Staff for Direct Services Positions; and Subsection F, Staff Cultural Training of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

6. CULTURAL COMPETENCE.

- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County’s threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area – 30%; Santa Maria service area – 65%; and Lompoc service area – 45%.

- F. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the marginalized, underserved, and non-served communities of Santa Barbara County.

VII. Add Subsection G to Section 6, Cultural Competence of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement as follows:

6. CULTURAL COMPETENCE.

- G. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing in the Spanish language.

VIII. Delete Section 7, Notification Requirements, Subsections A and B of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

7. NOTIFICATION REQUIREMENTS.

- A. **Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.
- B. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:
 1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
 3. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.

IX. Delete Section 8, Monitoring, Subsection A of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

8. MONITORING.

- A. Contractor agrees to abide by and to cooperate with the County’s utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record review, client survey, and other utilization review program monitoring practices, as required by the Performance Agreement, Agreement Number 21-10112, A1 and A2.

X. Delete Section 10, Non-Discrimination of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:

10. NONDISCRIMINATION AND COMPLIANCE (GTC 02/2025).

- A. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

- B. Contractor shall include the nondiscrimination and compliance provisions of this Section (Nondiscrimination and Compliance (GTC 02/2025) in all subcontracts to perform work under the Agreement.

- XI. **Delete the header of Section 14, Additional Requirements for SABG/SAPT-Funded Services of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:**

14. ADDITIONAL REQUIREMENTS FOR SUBG-FUNDED SERVICES.

- XII. **Delete Section 14, Additional Requirements for SUBG-Funded Services, Subsection A, General Provisions; Subsection D, Additional Control Requirements, Subsections 3, 4, and 5 of Exhibit A-1, General Provisions – ADP SUBG, of the Agreement and replace it with the following:**

14. ADDITIONAL REQUIREMENTS FOR SUBG-FUNDED SERVICES.

- A. **General Provisions.** The Substance Use Prevention and Treatment Block Grant (SUBG) is a federal award within the meaning of Title 45, Code of Federal Regulations (C.F.R.), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS. Contractor agrees, as a condition of receiving SUBG funds, to the terms in this Section 14. All SUBG activities are subject to all applicable federal and state laws, regulations and standards. The contractor shall be familiar with and establish written policies and procedures consistent with the requirements listed below, as applicable.

1. **Additional Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
2. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political

activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. **No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
4. **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
5. **Debarment and Suspension.** Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
6. **Restriction on Distribution of Sterile Needles.** No SUBG funds made available through this Contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. DHCS has allowed SUBG funds to support existing Syringe Services Programs (SSP) or to establish new SSPs for allowable costs related to SSP. **No federal funds can be used to purchase sterile needles or syringes.**
7. **Nondiscrimination and Institutional Safeguards for Religious Providers.** Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
8. **Counselor Certification.** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
9. **Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall

adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://thinkculturalhealth.hhs.gov/clas/standards>.

10. **Intravenous Drug Use (IVDU) Treatment.** County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
11. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to individuals receiving treatment.
 - ii. Reduce barriers to patients' accepting TB treatment.
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
12. **Trafficking Victims Protection Act of 2000.** Contractor and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
13. **Marijuana Restriction.** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.
14. **Adolescent Best Practices Guidelines.** Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf
15. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Contractor certifies 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 USC 1352. Contractor shall also disclose to County and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
16. **Nondiscrimination in Employment and Services.** Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. Noncompliance with the requirements

of nondiscrimination in services shall constitute grounds for County or DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided under County's Performance Agreement (No. 21-10112, A1 and A2).

17. Information Access for Individuals with Limited English Proficiency.

- i. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- ii. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a. Materials explaining services available to the public;
 - b. Language assistance;
 - c. Language interpreter and translation services, or
 - d. Video remote language interpreting services.

18. Non-profit subcontractors receiving SUBG funds shall comply with the financial management standards contained in 45 C.F.R., Section 75.302(b)(1) through (4) and (b)(7), and 45 C.F.R., Section 96.30.

19. The following provisions of Enclosure 4 of the SUBG Biennial Funding Allocation and Application Instructions State Fiscal Years 2024-26 are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 20 Debarment and Suspension Certification; 21 Smoke-Free Workplace Certification; 25 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 32 Suspension or Stop Work Notification; 33 Public Communications; and 34 Compliance with Statutes and Regulations; and 35 Lobbying Restrictions and Disclosure Certification.

20. Generative Artificial Intelligence Technology Uses and Reporting.

- i. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
- ii. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf> and submit the completed form to County to report the use of any new or previously unreported GenAI technology.

- iii. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
- iv. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the GenAI Reporting and Factsheet (STD 1000) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.
- v. Contractor shall include subsection 20 (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional Requirements for SUBG-Funded Services) in all subcontracts to perform work under this Agreement.

D. Additional Control Requirements.

- 3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SUBG funds.
- 4. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm. SUBG funds used to pay a salary in excess of the rate of basic pay for Level II of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level II rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SUBG funds.

XIII. Delete the header of Exhibit A-4, Statement of Work: ADP Syringe Service Program (SSP) October 1, 2024- June 30, 2027, of the Agreement and replace it with the following:

**EXHIBIT A-4
STATEMENT OF WORK: ADP
SYRINGE SERVICE PROGRAM (SSP)
OCTOBER 1, 2024 – NOVEMBER 15, 2025**

XIV. Add an introductory paragraph to Exhibit A-4 Statement of Work: ADP Syringe Service Program (SSP) October 1, 2024- November 15, 2025, of the Agreement as follows:

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-4 (ADP Syringe Service Program (SSP) October 1, 2024- November 15, 2025) on October 1, 2024, and end performance no later than November 15, 2025.

XV. Delete Section 3, Services of Exhibit A-4 Statement of Work: ADP Syringe Service Program (SSP) October 1, 2024- June 30, 2027, of the Agreement and replace it with the following:

3. **SERVICES.** Syringe Services Program (SSP) will be provided from October 1, 2024, through November 15, 2025. These services will include a minimum of six (6) SSP events monthly providing countywide safe needle exchange services, screening and referrals for treatment, risk reduction counseling and education. SSP services will include Opioid Overdose education and outreach including the distribution of opioid antagonist medications such as Naloxone. The SSP target population will include People Who Inject Drugs (PWID). SSP services shall include the following.

XVI. Add Exhibit A-5 Statement of Work: ADP Opioid Overdose Prevention and Reversal Services October 1, 2025 - June 30, 2027, of the Agreement as follows:

**EXHIBIT A-5
STATEMENT OF WORK: ADP
OPIOID OVERDOSE PREVENTION AND REVERSAL SERVICES
OCTOBER 1, 2025 - JUNE 30, 2027**

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-5 (ADP Opioid Overdose Prevention and Reversal Services October 1, 2025 – June 30, 2027), on October 1, 2025, and end upon performance completion, but no later than June 30, 2027, unless otherwise directed by County or unless earlier terminated.

1. **PROGRAM SUMMARY.** Pacific Pride Foundation (PPF) (CONTRACTOR) will provide Overdose Prevention and Reversal Services to include outreach, training and education on overdose prevention and reversal and, the distribution of Naloxone/Narcan (an antidote for opioid overdose). Overdose Prevention and Reversal Program outreach and training shall include identifying signs and symptoms of an opioid overdose, risk factors for an opioid overdose, overdose prevention education, instruction on how to administer Naloxone/Narcan, rescue breathing, the distribution of Naloxone/Narcan into the community, proper storage of Naloxone/Narcan, post-overdose care, and SUD referral and treatment services. Training and outreach will increase knowledge on and awareness of opioid overdose, expand access to Naloxone/Narcan, and reduce overdose fatalities in Santa Barbara County. CONTRACTOR shall comply with *Department Policy # 7.020 Overdose Prevention and Reversal Program*, available at <https://www.COUNTYofsb.org/behavioral-wellness/policy/3006>.
2. **PROGRAM GOALS.** Increase access and use of Naloxone/Narcan for people who have a high risk of overdosing to decrease the number of deaths by opioid overdose.
3. **SERVICES.** Opioid Overdose Prevention and Reversal Services shall include, but not be limited to, the following:
 - A. CONTRACTOR will conduct a minimum of twelve (12) overdose prevention and reversal education and Naloxone/Narcan trainings per fiscal year. Each training shall be for a minimum duration of one (1) hour and will include County-approved training curriculum and materials in English and Spanish. Priority populations for trainings shall include, but not be limited to, Community Based Organizations, First Responders,

Health Clinics, Homeless Shelters, individuals with Opioid Use Disorders, and family members of opioid users those with Opioid Use Disorders.

- B. CONTRACTOR shall distribute annually, a minimum of 1,200 Food and Drug Administration (FDA) approved overdose reversal Naloxone/Narcan kits (Standard Narcan Nasal Spray box containing two 4-mg doses) purchased and provided to CONTRACTOR by the DHCS Naloxone Distribution Project to individuals and agencies identified as most likely to witness an overdose. Distribution shall include: individuals who are unhoused, individuals identified as having an Opioid Use Disorder (OUD), significant others and/or family members of individuals with an OUD, homeless services outreach staff.
- C. CONTRACTOR will provide inventory control of Naloxone/Narcan kits and will collect and report on data including number of kits distributed, date of distribution, and known overdose reversals. Data and inventory control will be documented on County SmartSheet and/or other County approved file or document. CONTRACTOR shall monitor Naloxone/Narcan distribution to ensure Naloxone/Narcan kits and kit refills are made available to anyone who has received or previously completed Overdose Prevention and Reversal Training. CONTRACTOR shall notify Behavioral Wellness at least thirty (30) days ahead of exhausting Naloxone/Narcan supply. CONTRACTOR shall ensure Naloxone/Narcan kits are securely stored at program sites consistent with manufacturing guidelines.

4. **CLIENTS AND PROGRAM OPERATIONS.**

- A. **Clients (Target Population).** The priority populations for SABG-funded services include pregnant women, women with dependent children, persons who inject drugs, persons at risk of contracting HIV and persons requiring Opioid Overdose Prevention and Reversal Services information.
- B. **Locations.** CONTRACTOR shall provide Overdose Prevention and Reversal services in all regions in Santa Barbara COUNTY including, but not limited to:
 - 1. South County (Goleta/Santa Barbara/Carpinteria);
 - 2. Mid County (Lompoc/ Buellton/ Solvang/ Santa Ynez); and
 - 3. North County (Orcutt/ Santa Maria).
- C. **Hours.** Hours of operation may vary by region to deliver Outreach and Targeted Overdose Prevention and Reversal services provided to meet the needs of priority populations identified.

5. **REPORTS.**

- A. CONTRACTOR shall collect and submit data on a quarterly basis to include the following:
 - 1. Number of Training Sessions (individual or group on how to use Naloxone/Narcan Kits);
 - 2. Number of people trained;
 - 3. Number of Naloxone/Narcan kits (Standard Narcan Nasal Spray box containing two 4-mg doses) distributed; and
 - 4. Number of known reversals documented.

6. **STAFFING REQUIREMENTS.**

A. CONTRACTOR will employ direct service staff who are:

1. Bilingual in COUNTY's threshold language, Spanish; and
2. Trained, competent and efficient in delivering Opioid Overdose Prevention and Reversal Services.

B. CONTRACTOR shall ensure that all direct service staff complete required training per Policy 5.008 Mandatory Trainings.

XVII. Delete the Introductory Paragraph of Exhibit B, Financial Provisions – ADP, of the Agreement and replace it with the following:

(Applicable to programs described in Exhibit A-2 through A-5)

(With attached Exhibit B-1 ADP, Schedule of Rates and Contract Maximum)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1 ADP. For all services provided under this Agreement, CONTRACTOR will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Substance Use Prevention and Treatment Block Grant (SUBG) funding awarded by the California Department of Health Care Services (DHCS), and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

XVIII. Delete Section I, Payment for Services, Subsection A, Performance of Services of Exhibit B, Financial Provisions – ADP, of the Agreement and replace it with the following:

I. PAYMENT FOR SERVICES.

A. Performance of Services. CONTRACTOR shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) established in the Exhibit B-1- ADP based on satisfactory performance of the Alcohol and Drug Program services described in the Exhibit A-2 and A-5.

THIS SECTION INTENTIONALLY LEFT BLANK.

EXHIBIT B-1 ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM FOLLOWS.

XIX. Delete Exhibit B-1, ADP Schedule of Rates and Contract Maximum, of the Agreement and replace it with the following:

EXHIBIT B-1 ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM

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

CONTRACTOR NAME: Pacific Pride Foundation FISCAL YEAR: 2023-2027

Contracted Service	Service Type	Reimbursement Method
Non-Medi-Cal Billable Services	Early Intervention / Secondary Prevention:	Cost
	Outreach and Targeted Cultural Competency	Reimbursement
	Early Intervention / Secondary Prevention:	Cost
	Opioid Overdose Prevention and Reversal Services	Reimbursement
	Syringe Services Program	Cost
		Reimbursement

Contract Maximum by Program & Estimated Funding Sources				Total
Funding Sources (1)	PROGRAM(S)			
	Opioid Overdose Prevention and Reversal Services	Outreach and Targeted Cultural Competency Trainings	Syringe Services Program	
SUBG/Realignment Non-Medi-Cal Services	\$ 61,979	\$ 26,021		\$ 88,000
				\$ -
				\$ -
				\$ -
TOTAL CONTRACT PAYABLE FY 23-24:	\$ 61,979	\$ 26,021	\$ -	\$ 88,000
TOTAL CONTRACT PAYABLE FY 24-25:	\$ 15,495	\$ 6,505	\$ 46,484	\$ 68,484
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 46,484	\$ -	\$ 15,495	\$ 61,979
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 61,979	\$ -	\$ -	\$ 61,979
TOTAL CONTRACT PAYABLE FY 23-27:	Signed by: 185,937	\$ 32,526	\$ 61,979	\$ 280,442

CONTRACTOR SIGNATURE: 3CA6C4D21063410...
FISCAL SERVICES SIGNATURE: DocuSigned by:

melissa mango

(1) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

EXHIBIT B -1 ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)

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

CONTRACTOR NAME: Pacific Pride Foundation FISCAL YEAR: 2025-2026

Contracted Service	Program	Service Type	Reimbursement Method
Non-Medi-Cal Billable Services	Opioid Overdose Prevention and Reversal Services	Early Intervention / Secondary Prevention	Cost Reimbursement
	Syringe Services Program	Syringe Services Program	Cost Reimbursement

Contract Maximum by Program & Estimated Funding Sources			Total
Funding Sources (1)	PROGRAM(S)		
	Opioid Overdose Prevention and Reversal Services	Syringe Services Program	
SUBG/Realignment Non-Medi-Cal Services	\$ 46,484	\$ 15,495	\$ 61,979
			\$ -
			\$ -
			\$ -
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 46,484	\$ 15,495	\$ 61,979

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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melissa manzo
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(1) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

EXHIBIT B -1 ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)

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

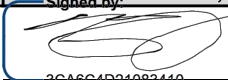
CONTRACTOR NAME: Pacific Pride Foundation FISCAL YEAR: 2026-2027

Contracted Service	Program	Service Type	Reimbursement Method
Non-Medi-Cal Billable Services	Opioid Overdose Prevention and Reversal Services	Early Intervention / Secondary Prevention	Cost Reimbursement

Contract Maximum by Program & Estimated Funding Sources			Total
Funding Sources (1)	PROGRAM(S)		
	Opioid Overdose Prevention and Reversal Services		
SUBG/Realignment Non-Medi-Cal Services	\$ 61,979		\$ 61,979
			\$ -
			\$ -
			\$ -
TOTAL CONTRACT PAYABLE FY 26-27:	\$ Signed by: 61,979	\$ -	\$ 61,979

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:


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melissa mango
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(1) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

THIS SECTION INTENTIONALLY LEFT BLANK.
EXHIBIT B-2 ADP ENTITY BUDGET BY PROGRAM FOLLOWS.

XX. Delete Exhibit B-2 ADP, Entity Budget by Program, of the Agreement and replace it with the following:

**EXHIBIT B-2 ADP
ENTITY BUDGET BY PROGRAM**

**Exhibit B-2 ADP
Santa Barbara County Department of Behavioral Wellness
Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Pacific Pride Foundation

COUNTY FISCAL YEAR: FY 25-26

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# LINE	COLUMN #	1	3	4	6
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Opioid Overdose Prevention and Reversal Services	Syringe Services Program
1	Contributions		\$ -		
2	Foundations/Trusts		\$ -		
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 61,979	\$ 46,484	\$ 15,495
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Federal Probation		\$ -		
8	Other (specify) : Client Fees		\$ -		
9	Other (specify): Corporate Giving		\$ -		
10	Total Other Revenue		\$ 61,979	\$ 46,484	\$ 15,495
	I.B Client and Third Party Revenues:				
11	Client Fees		-		
12	SSI		-		
13	Other (specify): Community Presentations		-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 61,979	\$ 46,484	\$ 15,495

EXHIBIT B-2 ADP
ENTITY BUDGET BY PROGRAM (Continued)

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Opioid Overdose Prevention and Reversal Services	Syringe Services Program
	III.A. Salaries and Benefits Object Level			
16	Salaries (Complete Staffing Schedule)	\$ 42,104	\$ 31,975	\$ 10,129
17	Employee Benefits	\$ 3,241	\$ 2,437	\$ 804
18	Consultants	\$ -		
19	Payroll Taxes	\$ 3,440	\$ 2,558	\$ 882
20	Salaries and Benefits Subtotal	\$ 48,785	\$ 36,970	\$ 11,815
	III.B Services and Supplies Object Level			
21	Equipment Depreciation and Maintenance	\$ 100	\$ -	\$ 100
22	Medical, Dental and Laboratory Supplies	\$ -		
23	Membership Dues	\$ -		
24	Equipment Rental and Lease	\$ -		
25	Clothing and Personal Supplies	\$ -		
26	Food	\$ -		
27	Laundry Services and Supplies	\$ -		
28	Training	\$ -		
29	Telephone/Communications	\$ -		
30	Depreciation - Structures and Improvements	\$ -		
31	Insurance	\$ 1,080	\$ 700	\$ 380
32	Interest Expense	\$ -		
33	Maintenance - Structures, Improvements, and Grounds	\$ -		
34	Office Expense	\$ -		
35	Publications and Legal Notices	\$ -		
36	Rents & Leases - Land, Structure, and Improvements	\$ 2,443	\$ 1,606	\$ 837
37	Taxes and Licenses	\$ -		
38	Drug Screening and Other Testing	\$ -		
39	Utilities	\$ 1,155	\$ 930	\$ 225
40	Pharmaceutical	\$ -		
41	Professional and Special Services	\$ -		
42	Transportation	\$ 332	\$ 215	\$ 117
43	Travel	\$ -		
44	Gas, Oil, & Maintenance - Vehicles	\$ -		
45	Rents & Leases - Vehicles	\$ -		
46	Depreciation - Vehicles	\$ -		
47	Other / Miscellaneous / Supplies	\$ -		
48	Services and Supplies Subtotal	\$ 5,110	\$ 3,451	\$ 1,659
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ -		
49		\$ -		
50	SUBTOTAL DIRECT COSTS	\$ 53,895	\$ 40,421	\$ 13,474
51	IV. INDIRECT COSTS			
52	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 8,084	\$ 6,063	\$ 2,021
53	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 61,979	\$ 46,484	\$ 15,495

EXHIBIT B-2 ADP
ENTITY BUDGET BY PROGRAM (Continued)

Exhibit B-2 ADP Santa Barbara County Department of Behavioral Wellness Contract Budget Packet Entity Budget By Program				
AGENCY NAME:		Pacific Pride Foundation		
COUNTY FISCAL YEAR:		FY 26-27		
Gray Shaded cells contain formulas, do not overwrite				
LINE #	COLUMN #	1	3	4
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Opioid Overdose Prevention and Reversal Services
1	Contributions		\$ -	
2	Foundations/Trusts		\$ -	
3	Miscellaneous Revenue		\$ -	
4	Behavioral Wellness Funding		\$ 61,979	\$ 61,979
5	Other Government Funding		\$ -	
6	Private Insurance		\$ -	
7	Federal Probation		\$ -	
8	Other (specify) : Client Fees		\$ -	
9	Other (specify): Corporate Giving		\$ -	
10	Total Other Revenue		\$ 61,979	\$ 61,979
	I.B Client and Third Party Revenues:			
11	Client Fees		-	
12	SSI		-	
13	Other (specify): Community Presentations		-	
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 61,979	\$ 61,979

EXHIBIT B-2 ADP
ENTITY BUDGET BY PROGRAM (Continued)

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Opioid Overdose Prevention and Reversal Services
	III.A. Salaries and Benefits Object Level		
16	Salaries (Complete Staffing Schedule)	\$ 42,104	\$ 42,104
17	Employee Benefits	\$ 3,241	\$ 3,241
18	Consultants	\$ -	\$ -
19	Payroll Taxes	\$ 3,440	\$ 3,440
20	Salaries and Benefits Subtotal	\$ 48,785	\$ 48,785
	III.B Services and Supplies Object Level		
21	Equipment Depreciation and Maintenance	\$ 100	\$ 100
22	Medical, Dental and Laboratory Supplies	\$ -	
23	Membership Dues	\$ -	
24	Equipment Rental and Lease	\$ -	
25	Clothing and Personal Supplies	\$ -	
26	Food	\$ -	
27	Laundry Services and Supplies	\$ -	
28	Training	\$ -	
29	Telephone/Communications	\$ -	
30	Depreciation - Structures and Improvements	\$ -	
31	Insurance	\$ 1,080	\$ 1,080
32	Interest Expense	\$ -	
33	Maintenance - Structures, Improvements, and Grounds	\$ -	
34	Office Expense	\$ -	
35	Publications and Legal Notices	\$ -	
36	Rents & Leases - Land, Structure, and Improvements	\$ 2,443	\$ 2,443
37	Taxes and Licenses	\$ -	
38	Drug Screening and Other Testing	\$ -	
39	Utilities	\$ 1,155	\$ 1,155
40	Pharmaceutical	\$ -	
41	Professional and Special Services	\$ -	
42	Transportation	\$ 332	\$ 332
43	Travel	\$ -	\$ -
44	Gas, Oil, & Maintenance - Vehicles	\$ -	
45	Rents & Leases - Vehicles	\$ -	
46	Depreciation - Vehicles	\$ -	
47	Other / Miscellaneous / Supplies	\$ -	\$ -
48	Services and Supplies Subtotal	\$ 5,110	\$ 5,110
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ -	
49		\$ -	
50	SUBTOTAL DIRECT COSTS	\$ 53,895	\$ 53,895
51	IV. INDIRECT COSTS		
52	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 8,084	\$ 8,084
53	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 61,979	\$ 61,979

- XXI. Delete the header, Syringe Services Program (SSP) October 1, 2024 – June 30, 2027, of the table of Exhibit E, Program Goals, Outcomes and Measures, of the Agreement and replace it with the following:**

**Syringe Services Program (SSP)
October 1, 2024 – November 15, 2025**

- XXII. Effectiveness.** The terms and provisions set forth in this Third Amendment to the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First, the Second, and this Third 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.
- XXIII. Execution of Counterparts.** This Third 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.

SIGNATURE PAGE

Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Pacific Pride Foundation**.

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

COUNTY OF SANTA BARBARA:

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

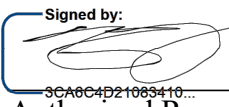
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Pacific Pride Foundation

By:  _____
Authorized Representative

Name: Julio C. Roman

Title: Executive Director

Date: 10/23/2025

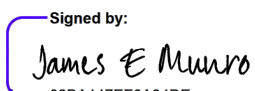
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

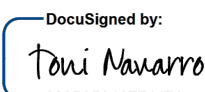
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORALWELLNESS

By:  _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:  _____
Risk Manager