

## Attachment B:

# Fighting Back Santa Maria Valley FY 20-23 Board Contract Third Amendment

### THIRD AMENDMENT

#### TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS THIRD AMENDMENT** to the Agreement for Services of Independent Contractor, referenced as **BC #20-120** (hereafter Third Amendment to Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **Fighting Back Santa Maria Valley** (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 with **Fighting Back Santa Maria Valley** on August 18, 2020 (hereafter Agreement) (BC 20-120) for the provision of substance use prevention services for a total Agreement amount not to exceed **\$240,000** for the period of July 1, 2020 through June 30, 2022;

**WHEREAS**, on December 14, 2021, the County Board of Supervisors approved the **First Amendment** to the Agreement (hereafter First Amendment) to add a Cannabis Education/Prevention program for youth and perinatal women; to incorporate additional Federal provisions to maintain compliance with Substance Abuse Prevention and Treatment (SAPT) grant terms of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); to extend the Agreement term to June 30, 2023; and increase the Agreement amount by \$159,666.00 for a new total maximum contract amount not to exceed **\$399,666.00**, inclusive of \$120,000.00 for Fiscal Year (FY) 2020-2021, \$159,666.00 for FY 2021-2022, and \$120,000.00 for FY 2022-2023, for the period of July 1, 2020 through June 30, 2023;

**WHEREAS**, on May 31, 2022 the County Board of Supervisors approved the **Second Amendment** to the Agreement (hereafter Second Amendment) to:

- Add Federal provisions to the Standard Terms and Conditions for compliance with Substance Abuse Prevention and Treatment Block Grant (SABG) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) grant terms;
- Add language to Exhibit A-1 Statement of Work: ADP, General Provisions, Section 4. Reports. F. Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Programs, applicable to Exhibit A-4;
- Add language to Exhibit A-1, Statement of Work: ADP, General Provisions, Section 15. Federal Award Identification;
- Revise the language in the Exhibit A-3 Statement of Work: ADP Cannabis/Prevention Program header;
- Add Exhibit A-4 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) School Based Substance Use Disorder (SUD) Education services Statement of Work for FYs 21-22 and 22-23;
- Amend Exhibit E for CRRSAA Program services; and
- Add CRRSAA Funds in the amount of \$100,000 to FY 21-22 and \$50,000 to FY 22-23 for a new Total Contract Maximum Amount not to exceed **\$589,332**; inclusive of

\$120,000 for FY 20-21, \$259,666 for FY 21-22, and \$209,666 for FY 22-23, for the period of July 1, 2020 through June 30, 2023; and

**WHEREAS**, this **Third Amendment** updates the Federal Award Identification Tables with no change to the Contract Maximum Amount of **\$589,332**, inclusive of \$120,000 for FY 20-21, **\$196,466** for FY 21-22, and **\$272,866** for FY 22-23, for the period of July 1, 2020 through June 30, 2023.

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

- I. Amend Subsection 15.D (Federal Award Identification) of Exhibit A-1, Statement of Work: ADP, General Provisions to add the following FY 22-23 Federal Identification Table:**

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**FEDERAL AWARD IDENTIFICATION TABLE**

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**FY 22-23 (SABG)**

**Table follows on next page**

FFY22 Federal Award Identification Table		
1	Subrecipient Name	Fighting Back Santa Maria Valley
2	Subrecipient Unique Entity Number (DUNS Number)	791979730
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	07/01/2022-06/30/2023
7	Subaward Budget Period - Start Date and End Date	07/01/2022-06/30/2023
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
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 <b>Performance Agreement Number 21-10112</b> 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
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.

**II. Delete Exhibit A-1, Statement of Work: ADP, General Provisions, Section 15.E in its entirety, and replace with the following:**

**E. Federal Award Identification Tables for CRRSAA.** 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:

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**FEDERAL AWARD IDENTIFICATION TABLE**

**(continued on next page)**

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**FY 21-22 (CRRSAA)**

**Table follows on next page**

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Fighting Back Santa Maria Valley
2	Subrecipient Unique Entity Number (DUNS Number)	791979730
3	Federal Award ID	1B08TI083527-01
4	FAIN	B08TI083527
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	\$36,800.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$36,800.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$36,800.00
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 <b>Performance Agreement Number 21-10112</b> 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.

**FY 22-23 (CRRSAA)**

<b>FFY22 Federal Award Identification Table</b>		
1	<b>Subrecipient Name</b>	<b>Fighting Back Santa Maria Valley</b>
2	Subrecipient Unique Entity Number (DUNS Number)	791979730
3	Federal Award ID	1B08TI083527-01
4	FAIN	B08TI083527
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	\$113,200.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$113,200.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$113,200.00
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 <b>Performance Agreement Number 21-10112</b> 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
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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.

- III. 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, First Amendment and Second Amendment. The terms and provisions of the Agreement, First Amendment and Second Amendment, except as expressly modified and superseded by 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.
- IV. 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.

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SIGNATURE PAGE FOLLOWS



**SIGNATURE PAGE**

Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

**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: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**Fighting Back Santa Maria Valley**

DocuSigned by:  
*Edwin Weaver*  
A94243558B504C5...

By: \_\_\_\_\_  
Authorized Representative

Name: Edwin Weaver

Title: Executive Director

Date: 6.14.23

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
DocuSigned by:  
*Bo Bai*  
48A252DEFFD3466...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
DocuSigned by:  
*Robert Eis*  
D25019E2AF094BE...  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT, DIRECTOR  
DEPARTMENT OF BEHAVIORAL WELLNESS

By: \_\_\_\_\_  
DocuSigned by:  
*Toni Navarro*  
2095C5A16FE1474...  
Director

**AS TO INSURANCE FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_  
DocuSigned by:  
*Greg Milligan*  
53A8AAB798BA4D7...  
Risk Manager