

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

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #20-118** (hereafter Second Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **Santa Ynez Valley People Helping People** (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 **Santa Ynez Valley People Helping People** on August 18, 2020 (hereafter Agreement) (BC 20-118) for the provision of substance use prevention services for a total Agreement amount not to exceed \$342,000 for the period of July 1, 2020 through June 30, 2022;

WHEREAS, on December 14, 2021, the Board of Supervisors approved the First Amendment to the Agreement (hereafter First Amended Agreement) to add a Cannabis Education/Prevention program for youth and perinatal women; add required Federal provisions including Federal Award Identification Tables; extend the Agreement term to June 30, 2023; and increase the Agreement amount by \$210,666 for a new, total contract maximum amount not to exceed **\$552,666**, inclusive of \$153,000 in Mental Health funding (\$51,000 per FY) and \$399,666 in Alcohol and Drug Program funding (\$120,000 for FY 20-21, \$159,666 for FY 21-22, and \$120,000 for FY 22-23), for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, this Second Amended Agreement updates the Federal Award Identification Tables, extends the Cannabis Education/Prevention program through FY 22-23, and adds \$39,666 in Alcohol and Drug Program funding for FY 22-23 for a new, total contract maximum amount not to exceed **\$592,332**, inclusive of \$153,000 in Mental Health funding (\$51,000 per fiscal year) and \$439,332 in Alcohol and Drug Program funding (\$120,000 for FY 20-21, \$159,666 for FY 21-22, and \$159,666 for FY 22-23), for the period of July 1, 2020 through June 30, 2023.

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

I. Delete Exhibit A-2, Statement of Work: ADP, General Provisions, Section 15.D in its entirety, and replace with the following:

D. 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:

FEDERAL AWARD IDENTIFICATION TABLES

(continued on next page)

FY 20-21

FFY20 Federal Award Identification Table		
1	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS Number)	941864472
3	Federal Award ID	1B08TI083062-01
4	FAIN	B08TI083062
5	Federal Award Date	4/10/2020
6	Subaward Period of Performance - Start Date and End Date	07/01/2020-06/30/2021
7	Subaward Budget Period - Start Date and End Date	07/01/2020-06/30/2021
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 Performance Agreement Number 18-95274-A01 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 21-22

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS Number)	941864472
3	Federal Award ID	1B08TI083437-01
4	FAIN	B08TI083437
5	Federal Award Date	2/1/2021
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	\$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 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.

FY 22-23

FFY22 Federal Award Identification Table		
1	Subrecipient Name	Santa Ynez Valley People Helping People
2	Subrecipient Unique Entity Number (DUNS Number)	941864472
3	Federal Award ID	1B08T1084632-01
4	FAIN	B08T1084632
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 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.

II. Delete Exhibit B Financial Provisions – MHSA, Section II (Maximum Contract Amount) in its entirety, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$592,332 for FY 2020-2023, inclusive of \$153,000 in Mental Health funding** (\$51,000 per fiscal year), and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHSA and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than **\$153,000** for Contractor's performance of mental health services hereunder without a properly executed amendment.

III. Delete Exhibit B Financial Provisions – ADP, Section II (Maximum Contract Amount) in its entirety, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$592,332 for FY 2020-2023, inclusive of \$439,332 in Alcohol and Drug Program funding** (\$120,000 for FY 20-21, \$159,666 for FY 21-22, and \$159,666 for FY 22-23), and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than **\$439,332** for Contractor's performance of alcohol and drug program services hereunder without a properly executed amendment.

IV. Delete and replace the header for Exhibit A-4 – Statement of Work: ADP Cannabis Prevention with the following:

**EXHIBIT A-4
STATEMENT OF WORK: ADP
CANNABIS PREVENTION**

V. Delete Exhibit B-1 – ADP in its entirety, and replace with the following:

**EXHIBIT B-1 ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME People Helping People

FISCAL YEAR: 20-23

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	Primary Prevention	N/A	Information Dissemination	Cal OMS	N/A	12	Actual Cost
			Community-Based Process	Cal OMS	N/A	16	Actual Cost
			Environmental	Cal OMS	N/A	17	Actual Cost

	PROGRAM		TOTAL
	Primary Prevention Coalition - Mid County	Education /Prevention Program (FY 21-23 Only)	
GROSS COST:	\$ 120,000	\$ 39,666	\$ 159,666
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES	\$ -	\$ -	\$ -
CONTRIBUTIONS	\$ -	\$ -	\$ -
OTHER (LIST):	\$ -	\$ -	\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 120,000	\$ 39,666	\$ 159,666

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal			\$ -
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment			\$ -
Realignment/SAPT - Primary Prevention	\$ 120,000		\$ 120,000
CalWORKS			\$ -
Other County Funds		\$ 39,666	\$ 39,666
FY20-21 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ -	\$ 120,000
FY21-22 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ 39,666	\$ 159,666
FY22-23 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ 39,666	\$ 159,666
TOTAL (Sources of Behavioral Wellness Funding)	\$ 360,000	\$ 79,332	\$ 439,332

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.

VI. Delete Exhibit B-2 in its entirety, and replace with the following:**EXHIBIT B-2****ENTITY BUDGET BY PROGRAM**

AGENCY NAME: S.Y.V. People Helping People
 COUNTY FISCAL YEAR: 2020-2023

(round amounts the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Mental Health	Prevention/AOD - Mid County Coalition	Cannabis Education /Prevention Program (FY 21-23 only)
1		Contributions	\$ 215,000	\$ -			
2		Foundations/Trusts	\$ 267,000	\$ -			
3		Miscellaneous Revenue	\$ 35,000	\$ -			
4		Behavioral Wellness Funding	\$ 171,000	\$ 210,666	\$ 51,000	\$ 120,000	\$ 39,666
5		Other Government Funding	\$ 490,000	\$ -			
6		Private Insurance	\$ 25,000	\$ -			
7		Federal Probation		\$ -			
8		Events	\$ 88,000	\$ -			
9		Thrift Store	\$ 180,000	\$ -			
10		Total Other Revenue	\$ 1,471,000	\$ 210,666	\$ 51,000	\$ 120,000	\$ 39,666
		I.B Client and Third Party Revenues:					
11		Client Fees		-			
12		SSI		-			
13		Other (specify)		-			
14		Total Client and Third Party Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
15		GROSS PROGRAM REVENUE BUDGET	\$ 1,471,000	\$ 210,666	\$ 51,000	\$ 120,000	\$ 39,666

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Mental Health	Prevention/AOD - Mid County Coalition	Cannabis Education /Prevention Program (FY 21-23 only)
	III.A. Salaries and Benefits Object Level					
16	Salaries (Complete Staffing Schedule)	815,255	\$ 156,520	\$ 51,000	\$ 90,520	\$ 15,000
17	Employee Benefits	115,000	\$ -			
18	Consultants		\$ -			
19	Payroll Taxes	82,000	\$ -			
20	Salaries and Benefits Subtotal	\$ 1,012,255	\$ 156,520	\$ 51,000	\$ 90,520	\$ 15,000
	III.B Services and Supplies Object Level					
21	Equipment Depreciation and Maintenance	\$ 1,545	\$ -			
22	Medical, Dental and Laboratory Supplies		\$ -			
23	Membership Dues	1,000	\$ -			
24	Equipment Rental and Lease	12,000	\$ -			
25	Clothing and Personal Supplies		\$ -			
26	Food		\$ 5,216			\$ 5,216
27	Laundry Services and Supplies		\$ -			
28	Training	4,600	\$ 4,000			\$ 4,000
29	Telephone/Communications	13,600	\$ -			
30	Depreciation - Structures and Improvements		\$ -			
31	Insurance	18,700	\$ -			
32	Interest Expense		\$ -			
33	Maintenance - Structures, Improvements, and Ground	6,000	\$ -			
34	Office Expense/supplies	31,600	\$ 11,250		\$ 2,000	\$ 9,250
35	Publications and Legal Notices	27,000	\$ 21,448		\$ 16,448	\$ 5,000
36	Rents & Leases - Land, Structure, and Improvements	41,000	\$ -			
37	Taxes and Licenses	700	\$ -			
38	Drug Screening and Other Testing		\$ -			
39	Utilities	12,000	\$ -			
40	Pharmaceutical		\$ -			
41	Professional and Special Services	103,000	\$ -			
42	Transportation	7,000	\$ 1,323		\$ 123	\$ 1,200
43	Travel	2,000	\$ -			
44	Gas, Oil, & Maintenance - Vehicles	7,000	\$ -			
45	Rents & Leases - Vehicles		\$ -			
46	Depreciation - Vehicles		\$ -			
47	Other / Miscellaneous		\$ -			
48	Services and Supplies Subtotal	\$ 288,745	\$ 43,237	\$ -	\$ 18,571	\$ 24,666
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	170,000	\$ -			
50			\$ -			
51	SUBTOTAL DIRECT COSTS	\$ 1,471,000	\$ 199,757	\$ 51,000	\$ 109,091	\$ 39,666
52	IV. INDIRECT COSTS					
53	Administrative Indirect Costs (Reimbursement limited to 10%)		\$ 10,909		\$ 10,909	
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 1,471,000	\$ 210,666	\$ 51,000	\$ 120,000	\$ 39,666

VII. Effectiveness. The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amended Agreement and this Second Amended 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.

VIII. Execution of Counterparts. This Second 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

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Ynez Valley People Helping People**.

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

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

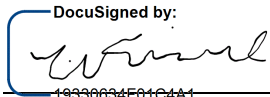
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Santa Ynez Valley People Helping People

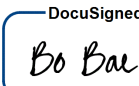
By:  _____
Authorized Representative
Name: valerie kissell

Title: CEO

Date: 6/14/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

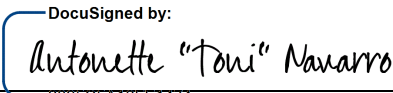
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:  _____
Risk Manager