

SECOND AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #21-000** (hereafter Second Amendment), is made by and between the **County of Santa Barbara** (County or Department) and **Pacific Pride Foundation** (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 Pacific Pride Foundation on May 18, 2021 (hereafter Agreement) (BC 21-000) for the provision of county-wide Alcohol and Drug Outreach, Harm Reduction, and Overdose Prevention Services and Human Immunodeficiency Virus (HIV) Early Intervention Services for a total maximum contract amount not to exceed **\$431,037**, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024;

WHEREAS, on May 3, 2022, the County Board of Supervisors approved the First Amendment to the Agreement (hereafter First Amendment) to update the Standard Terms and Conditions and add a FY 21-22 Federal Award Table with no change to the total maximum contract amount of \$431,037, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024; and

WHEREAS, this **Second Amendment** adds FY 22-23 Federal Award Identification Table with no change to the total maximum contract amount of **\$431,037**, inclusive of \$143,679 per fiscal year, for the period of July 1, 2021 through June 30, 2024.

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

- I. Add FY 22-23 Federal Award Identification Table to Exhibit A-1, Statement of Work: ADP, General Provisions, Section 20, Federal Award Identification as follows:**

(Please see Federal Award Identification Table on next page)

FEDERAL AWARD IDENTIFICATION TABLE

II. FY 22-23.

FY22-23 Federal Award Identification Table		
1	Subrecipient Name	Pacific Pride Foundation Inc.
2	Subrecipient Unique Entity Number (DUNS Number)	189239940
3	Federal Award ID	1808TI084632-01
4	FAIN	808TI084632
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	\$143,679.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$143,679.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$143,679.00
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
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

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

Second 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 Second Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:

[Signature]
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date:

6-27-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

[Signature]
Deputy Clerk

Date:

6-27-23

CONTRACTOR:

Pacific Pride Foundation

By:

DocuSigned by:
[Signature]
4332F9A48ADF4C7
Authorized Representative
Kristin Flickinger

Name:

Executive Director

Title:

Date:

6/14/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

DocuSigned by:
[Signature]
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

DocuSigned by:
[Signature]
D25019E2AE094BE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By:

DocuSigned by:
[Signature]
2995G5A16FE1474...
Director

AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:
[Signature]
DC240AC1E64247D...
Risk Manager