

Attachment A
FLA BC 23-044
FY 2023-27
First Amendment

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

BETWEEN

COUNTY OF SANTA BARBARA

AND

FUTURE LEADERS OF AMERICA

FOR

ALCOHOL AND DRUG PROGRAMS

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #23-044**, is made by and between the **County of Santa Barbara** (County or Department), a political subdivision of the State of California, and **Future Leaders of America** (Contractor), a California non-profit corporation with a principal address at 625 S. McClelland Street, Suite C, Santa Maria, CA 93454, for the continued provision of services specified herein, (hereafter First Amendment to the 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;

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with **Future Leaders of America** on June 27, 2023, (hereafter Agreement) (BC #23-044) for the provision of substance use prevention services for a total maximum contract amount not to exceed **\$638,664**, inclusive of \$159,666 per fiscal year, for the period of July 1, 2023, through June 30, 2027; and

WHEREAS, the parties now wish to make certain changes to the Agreement through this First Amendment, to update certain standard terms and federal award identification information in compliance with state and federal requirements and program budget requirements with no change to the maximum contract amount and contract term.

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, of the Standard Terms and Conditions of the Agreement and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.
- C.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- D. Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-1 General Provisions: ADP SAPT/SAPG 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.

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 the 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. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

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

- A. Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, Department of Health Care Services (DHCS), Centers for Medicare & Medicaid Services (CMS), Department of General Services, Bureau of State Audits, Health and Human Services (HHS), Substance Abuse and Mental health Services Administrations (SAMSHA), Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").

IV. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

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

Contractor shall comply with the requirements of 2 C.F.R. Parts 200 and 300 and 45 C.F.R. Part 75, which are incorporated herein by reference.

- VI. Delete Section 37, Mandatory Disclosure, Section A, Prohibited Affiliations, Subsection 2; Section B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law, and Section C, Lobbying, Paragraph 1, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

37. MANDATORY DISCLOSURES.

A. Prohibited Affiliations.

2. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

B. Written Disclosures.

5. Crimes.

i. Violations of Criminal Law. 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 or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, SAMHSA, Health and Human Services Office of Inspector General, and DHCS. 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 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2

C.F.R. § 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

C. Lobbying. Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

VII. Delete Section 38, Procurement of Recovered Materials, Section A of the Standard Terms and Conditions of the Agreement, and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

A. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. § 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

39. 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). The requirements of this section must be included in all subcontractor agreements.

IX. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act of the Standard Terms and Conditions of the Agreement, and replace it with the following:

40. CLEAN AIR ACT.

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal

Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

X. Add Section 41, Federal Water Pollution Control Act to the Standard Terms and Conditions of the Agreement as follows:

41. FEDERAL WATER POLLUTION CONTROL ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

XI. Delete Section 41 Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment of the Standard Terms and Conditions of the Agreement, and replace it with the following:

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain covered telecommunications equipment or services;
 - b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - c. 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 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 includes 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 [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and 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 is 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. See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. § 200.471.

XII. Delete Exhibit A -1 - General Provisions – ADP SAPT/SAPG, Section 1 Performance, Section A Compliance with County, State and Federal Requirements Paragraph A Only, and replace it with the following:

- 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, Agreements Number 21-10112, Number 21-10112 AM1 and Number 21-10112 AM2, and any other amendments, 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 in order to receive this funding, and is incorporated by this reference.

XIII. Delete Exhibit B-2 (Entity Budget by Program), and replace it with the following:

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

AGENCY NAME: Future Leaders of AmericaCOUNTY FISCAL YEAR: FY 23-24

(round amounts the nearest dollar)

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LINE #	COLUMN #	1	3	4	5
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention- South County Coalition	Cannabis Education
1	Contributions		\$ 10,000	\$ 10,000	
2	Foundations/Trusts		\$ 84,436	\$ 84,436	
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 159,666	\$ 120,000	\$ 39,666
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Federal Probation		\$ -		
8	Other (specify)		\$ -		
9	Other (specify)		\$ -		
10	Total Other Revenue		\$ 254,102	\$ 214,436	\$ 39,666
	I.B Client and Third Party Revenues:				
11	Client Fees		-		
12	SSI		-		
13	Other (specify)		-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 254,102	\$ 214,436	\$ 39,666

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM (FY 23-24 Continued)

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention- South County Coalition	Cannabis Education
	III.A. Salaries and Benefits Object Level			
16	Salaries (Complete Staffing Schedule)	\$ 143,918	\$ 118,918	\$ 25,000
17	Employee Benefits	\$ 14,000	\$ 14,000	
18	Consultants	\$ 4,000	\$ 4,000	
19	Payroll Taxes	\$ 10,074	\$ 8,324	\$ 1,750
20	Salaries and Benefits Subtotal	\$ 171,992	\$ 145,242	\$ 26,750
	III.B Services and Supplies Object Level			
21	Equipment Depreciation and Maintenance	\$ 2,000	\$ 2,000	
22	Medical, Dental and Laboratory Supplies	\$ -		
23	Membership Dues	\$ -		
24	Equipment Rental and Lease	\$ -		
25	Clothing and Personal Supplies	\$ -		
26	Food	\$ 2,500	\$ 2,500	
27	Laundry Services and Supplies	\$ -		
28	Training	\$ 2,000	\$ 2,000	
29	Telephone/Communications	\$ 1,200	\$ 1,200	
30	Depreciation - Structures and Improvements	\$ -		
31	Insurance	\$ -		
32	Interest Expense	\$ -		
33	Maintenance - Structures, Improvements, and Grounds	\$ -		
34	Office Expense	\$ 2,000	\$ 2,000	
35	Publications and Legal Notices	\$ -		
36	Rents & Leases - Land, Structure, and Improvements	\$ 22,000	\$ 22,000	
37	Taxes and Licenses	\$ -		
38	Drug Screening and Other Testing	\$ -		
39	Utilities	\$ -		
40	Pharmaceutical	\$ -		
41	Professional and Special Services	\$ -		
42	Transportation	\$ 2,000	\$ 2,000	
43	Travel	\$ 1,000	\$ 1,000	
44	Gas, Oil, & Maintenance - Vehicles	\$ -		
45	Rents & Leases - Vehicles	\$ -		
46	Depreciation - Vehicles	\$ -		
47	Other / Miscellaneous / Marketing/ Incentives	\$ 27,916	\$ 15,000	\$ 12,916
48	Services and Supplies Subtotal	\$ 62,616	\$ 49,700	\$ 12,916
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ -		
50		\$ -		
51	SUBTOTAL DIRECT COSTS	\$ 234,608	\$ 194,942	\$ 39,666
52	IV. INDIRECT COSTS			
53	Administrative Indirect Costs (Reimbursement limited to 10%)	\$ 19,494	\$ 19,494	
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 254,102	\$ 214,436	\$ 39,666

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM (Continued)

AGENCY NAME: Future Leaders of America

COUNTY FISCAL YEAR: Annual Budget for Each FY 24-27
 (round amounts the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	3	4	5
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention- South County Coalition	Cannabis Education
1	Contributions		\$ 10,000	\$ 10,000	
2	Foundations/Trusts		\$ 84,436	\$ 84,436	
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 159,666	\$ 120,000	\$ 39,666
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Federal Probation		\$ -		
8	Other (specify)		\$ -		
9	Other (specify)		\$ -		
10	Total Other Revenue		\$ 254,102	\$ 214,436	\$ 39,666
	I.B Client and Third Party Revenues:				
11	Client Fees		-		
12	SSI		-		
13	Other (specify)		-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 254,102	\$ 214,436	\$ 39,666

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM (FY 24-27 Continued)

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention- South County Coalition	Cannabis Education
	III.A. Salaries and Benefits Object Level			
16	Salaries (Complete Staffing Schedule)	\$ 143,918	\$ 118,918	\$ 25,000
17	Employee Benefits	\$ 14,000	\$ 14,000	
18	Consultants	\$ -		
19	Payroll Taxes	\$ 10,074	\$ 8,324	\$ 1,750
20	Salaries and Benefits Subtotal	\$ 167,992	\$ 141,242	\$ 26,750
	III.B Services and Supplies Object Level			
21	Equipment Depreciation and Maintenance	\$ -		
22	Medical, Dental and Laboratory Supplies	\$ -		
23	Membership Dues	\$ -		
24	Equipment Rental and Lease	\$ -		
25	Clothing and Personal Supplies	\$ -		
26	Food	\$ 3,900	\$ 2,500	\$ 1,400
27	Laundry Services and Supplies	\$ -		
28	Training	\$ -		
29	Telephone/Communications	\$ 1,200	\$ 1,200	\$ -
30	Depreciation - Structures and Improvements	\$ -		
31	Insurance	\$ -		
32	Interest Expense	\$ -		
33	Maintenance - Structures, Improvements, and Grounds	\$ -		
34	Office Expense	\$ 2,724	\$ 2,524	\$ 200
35	Publications and Legal Notices	\$ -		
36	Rents & Leases - Land, Structure, and Improvements	\$ 24,300	\$ 22,000	\$ 2,300
37	Taxes and Licenses	\$ -		
38	Drug Screening and Other Testing	\$ -		
39	Utilities	\$ -		
40	Pharmaceutical	\$ -		
41	Professional and Special Services	\$ 4,000	\$ 4,000	
42	Transportation	\$ 3,100	\$ 3,000	\$ 100
43	Travel	\$ -		
44	Gas, Oil, & Maintenance - Vehicles	\$ -		
45	Rents & Leases - Vehicles	\$ -		
46	Depreciation - Vehicles	\$ -		
47	Other / Miscellaneous / Incentives	\$ 18,916	\$ 10,000	\$ 8,916
48	Services and Supplies Subtotal	\$ 58,140	\$ 45,224	\$ 12,916
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ -		
50		\$ -		
51	SUBTOTAL DIRECT COSTS	\$ 226,132	\$ 186,466	\$ 39,666
52	IV. INDIRECT COSTS			
53	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 27,970	\$ 27,970	
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 254,102	\$ 214,436	\$ 39,666

XIV. Add FY 2024-2025 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Table) as follows:

This Agreement is a subrecipient agreement. CONTRACTOR is a subrecipient of SUBG (formerly known as SABG) funds through this Agreement, and this Agreement is a subaward of SUBG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332

2. FY 2024-25

Federal Award Identification Table		
1	Subrecipient Name	Future Leaders of America
2	Subrecipient Unique Entity Number (DUNS Number)	098372399
3	Federal Award ID	1B08TI087026-01
4	FAIN	B08TI087026
5	Federal Award Date	2/20/2024
6	Subaward Period of Performance - Start Date and End Date	07/01/2024-06/30/2025
7	Subaward Budget Period - Start Date and End Date	07/01/2024-06/30/2025
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 Use Prevention, Treatment, and Recovery 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	15% 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.

XV. Add FY 2025-2026 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Table) as follows:

This Agreement is a subrecipient agreement. CONTRACTOR is a subrecipient of SUBG funds through this Agreement, and this Agreement is a subaward of SUBG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2 C.F.R. § 200.332

3. FY 2025-26

Federal Award Identification Table		
1	Subrecipient Name	Future Leaders of America
2	Subrecipient Unique Entity Number (DUNS Number)	098372399
3	Federal Award ID	1B08TI088093-01
4	FAIN	B08TI088093
5	Federal Award Date	2/24/2025
6	Subaward Period of Performance - Start Date and End Date	07/01/2025-06/30/2026
7	Subaward Budget Period - Start Date and End Date	07/01/2025-06/30/2026
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 Use Prevention, Treatment, and Recovery 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	15% 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.

XVI. The terms and provisions set forth in this First Amendment to the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment to the Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

XVII. Execution of Counterparts. This First Amendment to the 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

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Future Leaders of America**.

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

COUNTY OF SANTA BARBARA:

By: _____

LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date: _____

5-6-25

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Shirley LaGuerra
Deputy Clerk

Date: _____

5-6-25

CONTRACTOR:

Future Leaders of America

By: _____

DocuSigned by:

Gloria Soto

563FE21CBDB942F

Authorized Representative

Gloria Soto

Name: _____

Title: _____

Executive Director

Date: _____

4/15/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

Signed by:

Bo Bai

48A252DEFFD3466

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____

DocuSigned by:

Betsy Schaffer

6BAAE415901943F

Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: _____

DocuSigned by:

Antonette Navarro

2085C5A16FF1474

Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____

DocuSigned by:

Gregory Milligan

05E555F00269466

Risk Manager