

Attachment C:

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



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 31, 2022

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00502

RE: Consider recommendations regarding Second Amendments to the Agreements for Services with Future Leaders of America, Fiscal Years (FYs) 2020-2023 and Fighting Back Santa Maria Valley, FYs 2020-2023, as follows:

a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Fighting Back Santa Maria Valley, a California non-profit public benefit corporation (BC 20-120) (a local vendor) 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 of 2021 (CRRSAA) grant terms; add language to Exhibit A-1: Alcohol and Drug Program (ADP), General Provisions; revise the language in Exhibit A-3 Statement of Work: ADP Cannabis/Prevention Program header; add Exhibit A-4 CRRSAA School Based Substance Use Disorder (SUD) Education services for FYs 2021-2023; amend Exhibit E for CRRSAA Program services; and add CRRSAA Funds in the amount of \$100,000.00 to FY 2021-2022 and \$50,000.00 to FY 2022-2023 for a new Total Contract Maximum Amount not to exceed \$589,332.00; inclusive of \$120,000.00 for FY 2020-2021, \$259,666.00 for FY 2021-2022, and \$209,666.00 for FY 2022-2023, for the period of July 1, 2020 through June 30, 2023;

b) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Future Leaders of America, a California non-profit public benefit corporation (BC 20-121) (not a local vendor) to: add Federal provisions to the Standard Terms and Conditions for compliance with SABG and CRRSAA grant terms; add language to Exhibit A-1: ADP, General Provisions; revise the language in Exhibit A-3 Statement of Work: ADP Cannabis/Prevention Program header; add Exhibits A-4 and A-5 CRRSAA Program services for FYs 2021-2023; amend Exhibit E for CRRSAA services; and add CRRSAA Funds in the amount of \$125,000.00 to FY 2021-2022 and \$50,000.00 to FY 2022-2023 for a new Total Contract Maximum Amount not to exceed \$614,332.00; inclusive of \$120,000.00 for FY 2020-2021, \$284,666.00 for FY 2021-2022, and \$209,666.00 for FY 2022-2023, for the period of July 1, 2020 through June 30, 2023; and

c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

May 31, 2022

Guidelines.

A motion was made by Supervisor Nelson, seconded by Supervisor Lavagnino, that this matter be acted on as follows:

a) and b) Approved, ratified and authorized; Chair to execute; and

c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: May 31, 2022
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

Handwritten initials 'AN' in a box with 'ds' above it.

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
Director(s) Behavioral Wellness, 805-681-5220
Contact Info: John Doyel, MA, LAADC, ADP Division Chief
Department of Behavioral Wellness, 805-681-5200
SUBJECT: Behavioral Wellness Alcohol and Drug Prevention Services:
Future Leaders of America FY 20-23 BC Second Amendment and Fighting
Back Santa Maria Valley FY 20-23 BC Second Amendment

County Counsel Concurrence

Auditor-Controller Concurrence

As to form: Yes

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

- A. Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Fighting Back Santa Maria Valley...
B. Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Future Leaders of America...

in the amount of \$125,000 to FY 21-22 and \$50,000 to FY 22-23 **for a new Total Contract Maximum Amount not to exceed \$614,332; inclusive of \$120,000 for FY 20-21, \$284,666 for FY 21-22, and \$209,666 for FY 22-23, for the period of July 1, 2020 through June 30, 2023.**

- C. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the agenda to request Board approval of a Second Amendment to Future Leaders of America's and Fighting Back Santa Maria Valley's Board Contracts to add: (1) a Federal Award Identification Table for FY 21-22 to Exhibit A-1; 2) add language to Exhibit A-1 Section 4. Reports; 3) revise language in Exhibit A-3; and 4) add Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Program services, Exhibit E, and CRRSAA funding. Approval of the above recommendations will allow Future Leaders of America and Fighting Back Santa Maria Valley to continue to provide necessary CRRSAA Program services without a gap in services to Department of Behavioral Wellness (BWell) clients.

Background:

In adherence to the County's Strategic Prevention Framework Plan, and under the direction of the State Department of Health Care Services, priority areas for Santa Barbara County's prevention programs include underage drinking, excessive drinking, marijuana use (ages 10-25), and opioid misuse. Three evidence-based strategies were selected and specific programs were funded in order to address the priority areas identified. In April 2017, BWell Alcohol and Drug Program (ADP) released a Request for Proposal (RFP) for three unique community-based prevention programs. One of these programs included the Community Coalitions/Task Forces. Future Leaders of America, Fighting Back Santa Maria Valley, and Santa Ynez Valley People Helping People were chosen to provide Community Coalitions/Tasks Forces program services and have been providing these services since October 2017.

Community Coalitions/Task Forces (CC/TF): A coalition is defined as a formal arrangement for collaboration among groups in which each retains its identity but all agree to work together towards a common goal. Similarly, a task force is a temporary grouping together under one leader for the purpose of accomplishing a definite objective. These common groups of people serve as catalysts for population-level change, and should include a broad cross-section of the population to ensure representation from organizations that represent various cultural groups. BWell sought Community Coalitions/Tasks Forces program services that would enhance state and local alcohol and drug prevention efforts by mobilizing communities, participating in policy advocacy, and changing social norms. In Santa Barbara County, these services are provided by **Fighting Back Santa Maria Valley (FBSMV)** (North County) and **Future Leaders of America (FLA)** (South County).

BWell has contracted with FBSMV since FY 2014-2015 and with FLA since 2003. Under these Agreements, each of these providers are required to coordinate all aspects of coalition building including recruitment, direction of interventions, and maintenance. They work closely with assigned ADP staff to ensure a two-way flow of communication and effective program implementation and to receive technical assistance as needed.

On December 14, 2021, the County of Santa Barbara Board of Supervisors authorized a First Amendment to FLA's and FBSMV's Board Contracts to: 1) Add a Cannabis Education/Prevention program for youth and perinatal women, 2) 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 (2CFR Part 200), and 3) Extend the Agreement term contract end dates to June 30, 2023.

In response to COVID-19, the California Department of Health Care Services (DHCS) is implementing the Behavioral Health Response and Rescue Project (BHRRP) to increase access to behavioral health care for all Californians. On February 15, 2022, the County of Santa Barbara Board of Supervisors authorized BWell to accept supplemental funding to Substance Abuse Prevention and Treatment Block Grant (SABG) and the Community Mental Health Services Block Grant (MHBG) made available through the passage of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA).

In July 2021, DHCS has approved Santa Barbara County's BHRRP applications for SABG and MHBG supplemental funding. The Department of Behavioral Wellness (BWell) will receive \$3,769,120.95 in supplemental funding from SABG and MHBG through the end of FY 2024-25. Supplemental funding through CRRSAA is available for the County's use from July 1, 2021 through December 31, 2022, and supplemental funding through ARPA is available for the County's use from September 1, 2021 through June 30, 2025. Approval of this amendment will allow BWell ADP to move forward with the provision of necessary ADP services to BWell clients in need.

Performance Measures:

Community Coalitions/Task Forces (CC/TF): Coalitions are expected to:

1. Achieve 90 % of the following Community Coalition performance expectations:
 - A. Establish/maintain Community Coalitions/Task Forces with a minimum of twelve (12) community sectors involved in their coalitions or task forces.
 - B. Train a minimum of twelve (12) coalition members annually on the application of evidence-based prevention strategies.
 - C. Facilitate monthly coalition meetings designed to raise community awareness, develop policy and media advocacy strategies, develop campaign materials, and plan the implementation of community-based prevention projects.
 - D. Collaborate with coalition members and prevention partners in order to implement a minimum of two (2) media advocacy prevention campaigns annually reaching approximately 8,000 people.
 - E. Collaborate with coalition members and prevention partners in order to implement a minimum of two (2) community-based prevention projects annually.
 - F. Collaborate with County staff in order to collect annual community and retailer surveys.
2. Demonstrate an impact on the community by having a 5% change in Media Recognition and Recall Survey.
3. Demonstrate an impact on alcohol retailers by having a 5% change in Retailer Survey.

Performance Outcomes:

- **Future Leaders of America (FLA)** provides the coordination and administration of a community-based Alcohol and Other Drug (AOD) Prevention Coalition in the South County.

Future Leaders of America (FLA) has met two (2) of their six (6) goals for Quarters 1 and 2 of FY 2021-22 as mentioned below:

- **Goal 1.** Establish/maintain Community Coalitions/Task Forces with a minimum of 12 community sectors involved in their coalitions or task forces
 - FLA had 13;

- Goal 2. Train a minimum of twelve (12) coalition members annually on the application of evidence-based prevention strategies.
 - No trainings were held by FLA in Q1 or Q2;
 - Goal 3. Collaborate with coalition members & prevention partners in order to implement a minimum of 2 media advocacy prevention campaigns annually reaching approx. 8000 people
 - There were none listed for Q1 or Q2, but there is a note that these will be completed in Q3 & Q4 (February to June, 2022);
 - Goal 4 - Collaborate with coalition members & prevention partners in order to implement a minimum of 2 community-based prevention projects annually
 - FLA implemented one each for Q1 & Q2, with a focus on underage drinking and excessive drinking. Targeted audiences were youth, young adult, adult and older adult. These were conducted in both English and Spanish. The date ranges were 9/21/21 for Q1 and 12/1/21 for Q2;
 - Goal 5 - Collaborate with County staff in order to collect annual community and retailer surveys
 - No surveys reported by FLA for Q1 & Q2 – scheduled for Q3;
 - Goal 6 - Facilitate monthly coalition meetings designed to raise community awareness, develop policy and media advocacy strategies, develop campaign materials, and plan the implementation of community-based prevention projects
 - FLA held three (3) during Q1 and (two) 2 in Q2.
- **Fighting Back Santa Maria Valley (FBSMV)** provides the coordination and administration of a community based AOD Prevention Coalition in the North County.

FBSMV has met four (4) of their six (6) goals for Q1 & Q2 for FY 2021-22 as mentioned below:

- Goal 1 – Establish/maintain Community Coalitions/Task Forces with a minimum of 12 community sectors involved in their coalitions or task forces.
 - FBSMV had 14;
- Goal 2 - Train a minimum of twelve (12) coalition members annually on the application of evidence-based prevention strategies.
 - No trainings were held by FBSMV in Q1 or Q2.
- Goal 3 - Collaborate with coalition members & prevention partners in order to implement a minimum of 2 media advocacy prevention campaigns annually reaching approx. 8000 people.
 - In Q1, they held one campaign using radio media. The prevention focus was on opioids. The target audience was youth, young adult, adult, and older adult. It was in both English and Spanish, and the date range was 9/1/21-10/31/21. It ran for 60 days total.
 - In Q2, they held one campaign using radio, TV, social media and billboard. The prevention focus was on underage and excessive drinking and opioids. The target audience was youth, young adult, adult, and older adult. It was in both English and Spanish, and the date range was 10/21/21-1/15/22. It ran for 60 days total, and number of people reached was 665,783.
- Goal 4 - Collaborate with coalition members & prevention partners in order to implement a minimum of 2 community-based prevention projects annually.
 - FBSMV implemented one (1) in Q2, with a focus on marijuana, underage and excessive drinking, and opioids. Targeted audiences were youth, adult and older adult. These were conducted in both English and Spanish. The date range was 10/29/21-11/17/21. The number of people reached was 535.
- Goal 5 - Collaborate with County staff in order to collect annual community and retailer surveys.
 - No surveys were reported by FBSMV for Q1 & Q2.
- Goal 6 - Facilitate monthly coalition meetings designed to raise community awareness, develop policy and media advocacy strategies, develop campaign materials, and plan the implementation of community-based prevention projects.

- FBSMV held three (3) in both Q1 & Q2 (one per month).

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 20-23 Overall Cost</u>
General Fund				
State	\$ 120,000.00	\$ 272,166.00	\$ 209,666.00	
Federal	\$ 120,000.00	\$ 272,166.00	\$ 209,666.00	
Fees				
Other:				
Total	\$ 240,000.00	\$ 544,332.00	\$ 419,332.00	\$ 1,203,664.00

Narrative: The above referenced Agreements are currently funded by State and Federal funds. Those funding sources are included in the FY 21-22 Adopted Budget. Subsequent funding will be included in the FY 22-23 proposed budget and will be contingent upon Board approval.

Key Contract Risks:

As with any Agreement funded by State and Federal sources, there is a risk of future audit disallowances and repayments. The Agreements include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

Special Instructions:

Please email one (1) copy of each complete executed Second Amendment and one (1) minute order to cfoschaar@sbcbswell.org and bwellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

- Attachment A: Future Leaders of America FY 20-23 AM2
- Attachment B: Fighting Back Santa Maria Valley FY 20-23 AM2
- Attachment C: Future Leaders of America FY 20-23 AM1
- Attachment D: Fighting Back Santa Maria Valley FY 20-23 AM1
- Attachment E: Future Leaders of America FY 20-22 Board Contract (BC 20-121)
- Attachment F: Fighting Back Santa Maria Valley FY 20-22 Board Contract (BC 20-120)

Authored by: A. Foschaar

SECOND AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #20-120** (hereafter Second 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, the County Board of Supervisors authorized the County to enter into a First Amendment to the Agreement for Services of Independent Contractor with **Fighting Back Santa Maria Valley** on December 14, 2021 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 (2CFR 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, this Second Amendment to Agreement adds 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;

WHEREAS, this Second Amendment to Agreement adds 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;

WHEREAS, this Second Amendment to Agreement adds language to Exhibit A-1, Statement of Work: ADP, General Provisions, Section 15. Federal Award Identification;

WHEREAS, this Second Amendment to Agreement revises the language in the Exhibit A-3 Statement of Work: ADP Cannabis/Prevention Program header; and

WHEREAS, this Second Amendment Agreement adds 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; amends Exhibit E for CRRSAA Program services; and adds 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**.

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

I. Add Section 37. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. to the Agreement Standard Terms and Conditions as follows:

37. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. The Contractor shall comply with the requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

II. Add Section 38. Prohibitions on Certain Telecommunications and Video Surveillance Services or Equipment. to the Agreement Standard Terms and Conditions as follows:

38. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Fighting Back Santa Maria Valley and subrecipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. 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).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. 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.
- E. 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.

F. See Public Law 115–232, section 889 for additional information.

G. See also § 200.471.

III. Delete the FY 21-22 Federal Award Identification Table in Subsection 15.D (Federal Award Identification) of Exhibit A-1, Statement of Work: ADP, General Provisions and replace it with the following updated Federal Identification Table:

FEDERAL AWARD IDENTIFICATION TABLE

1. FY 21-22.

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	1B08T1083437-01
4	FAIN	B08T1083437
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.

IV. Add Subsection E (Federal Award Identification Table for CRRSAA) to Section 15 (Additional Requirements for SABG/SAPT-Funded Services) of Exhibit A-1, Statement of Work: ADP, General Provisions as follows:

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:

FEDERAL AWARD IDENTIFICATION TABLE

(continued on next page)

1. FY 21-22.

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	1808T1083527-01
4	FAIN	B08T1083527
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	\$100,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$100,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$100,000.00
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.

V. Add Subsection F. (Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Programs) to Section 4 (Reports) of Exhibit A-1 Statement of Work: ADP, General Provisions as follows:

F. Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Programs. Performance will be evaluated by alignment with the current strategic plan. Contractor shall submit quarterly Programmatic Reports according to subsection C. Programmatic Reports, referenced above.

VI. Delete Exhibit A-3 Statement of Work: ADP Cannabis/Prevention Program header and replace with the following:

**EXHIBIT A-3
STATEMENT OF WORK:
ADP CANNABIS PREVENTION**

VII. Add Exhibit A-4- CRRSAA School Based Substance Use Disorder (SUD) Education Services Statement of Work for FY 21-23 as follows:

**EXHIBIT A-4
STATEMENT OF WORK: ADP
CRRSAA SCHOOL BASED
SUBSTANCE USE DISORDER EDUCATION SERVICES
Effective through December 31, 2022**

- 1. PROGRAM SUMMARY.** Fighting Back Santa Maria Valley (hereafter "the Program") organizes students, parents, providers, law enforcement, community members and other concerned residents to reduce alcohol and other drug problems in the Santa Maria Valley through the use of environmental strategies and policies. The Program will be headquartered at 201 S. Miller Street, Suite #209, Santa Maria, CA.

- 2. PROGRAM GOALS.** Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at: <http://www.countyofsb.org/behavioral-wellness/Asset.c/3904>. Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies, <http://www.samhsa.gov/prevention>. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:
 - A. Decrease underage drinking,
 - B. Decrease excessive drinking,
 - C. Decrease marijuana use among youth, and
 - D. Decrease opioid misuse.

3. SERVICES. Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, as described herein, and in accordance with Exhibit E Program Goals, Outcomes and Measures: ADP.

- A. Substance Use Disorder (SUD) Education and Prevention services for youth in school or virtually to identify the consequences of opioid, fentanyl and other drug use, reasons for youth not to use and increase awareness of these consequences.
- B. Implement school-based Substance Use Disorder (SUD) education programs in a minimum of five (5) high schools – countywide from October 1, 2021 through December 31, 2022.
- C. Contractor shall provide, at minimum, two (2) presentations per school, totaling ten (10) presentations to be provided throughout the county; and
- D. Contractor staff will present the SUD materials to the schools.

VIII. 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 **\$589,332 for FY 2020-2023**, inclusive of \$120,000 for FY 20-21, \$259,666 for FY 21-22, and \$209,666 for FY 22-23, **in Alcohol and Drug Program funding**, 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 this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

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

**EXHIBIT B-1-ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibits A-2, A-3, and A-4)**

Exhibit B-1 Schedule of Rates and Contract Maximum								
CONTRACTOR NAME: <u>Fighting Back Santa Maria Valley</u>					FISCAL YEAR: <u>20-23</u>			
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 ¹	
			Education	Cal OMS	N/A	13	Actual Cost ¹	
			Community-Based Process	Cal OMS	N/A	16	Actual Cost ¹	
			Environmental	Cal OMS	N/A	17	Actual Cost ¹	
				PROGRAM				
				Primary Prevention Coalition - North County	Cannabis Education /Prevention Program (FY21-23 Only)	CRRSAA School Based SUD Education (FY21-23 Only)	CRRSAA Strengthening Families Program (FY21-23 Only)	TOTAL
GROSS COST:				\$ 120,000	\$ 39,666	\$ 50,000	\$ 50,000	\$ 259,666
LESS REVENUES								
PATIENT FEES				\$ -	\$ -			\$ -
CONTRIBUTIONS				\$ -	\$ -			\$ -
OTHER (LIST):				\$ -	\$ -			\$ -
TOTAL CONTRACTOR REVENUES				\$ -	\$ -			\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:				\$ 120,000	\$ 39,666	\$ 50,000	\$ 50,000	\$ 259,666
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**								
Drug Medi-Cal								\$ -
Realignmen/SAPT - Discretionary								\$ -
Realignmen/SAPT - Perinatal								\$ -
Realignmen/SAPT - Adolescent Treatment								\$ -
Realignmen/SAPT - Primary Prevention				\$ 120,000		\$ 50,000	\$ 50,000	\$ 220,000
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	\$ 50,000	\$ 50,000	\$ 259,666
FY22-23 TOTAL (Sources of Behavioral Wellness Funding)				\$ 120,000	\$ 39,666	\$ 25,000	\$ 25,000	\$ 209,666
TOTAL (Sources of Behavioral Wellness Funding)				\$ 360,000	\$ 79,332	\$ 75,000	\$ 75,000	\$ 589,332
CONTRACTOR SIGNATURE: <u>Edwin Weaver</u>				DocuSigned by: <u>Christie Boyer</u>				
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. *Reimbursement based on approved costs.								

X. Delete Exhibit B-2 for FY 21-22 and replace with the following:

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM
FY 21-22**

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Fighting Back Santa Maria Valley
 COUNTY FISCAL YEAR: 21-22

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention Coalition - North County	Cannabis Education /Prevention Program (FY21-23 Only)	CRRSAA School Based SUD Education (FY21-23 Only)	CRRSAA Strengthening Families Program (FY21-23)
1	Contributions			\$ -				
2	Foundations/Trusts			\$ -				
3	Miscellaneous Revenue			\$ -				
4	Behavioral Wellness Funding			\$ 259,666	\$ 120,000	\$ 39,666	\$ 50,000	\$ 50,000
5	Other Government Funding			\$ -				
6	Private Insurance			\$ -				
7	Federal Probation			\$ -				
8	Other (specify)			\$ -				
9	Other (specify)			\$ -				
10	Total Other Revenue		\$ -	\$ 259,666	\$ 120,000	\$ 39,666	\$ 50,000	\$ 50,000
	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		\$ -	\$ 259,666	\$ 120,000	\$ 39,666	\$ 50,000	\$ 50,000
	III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention Coalition - North County	Cannabis Education /Prevention Program (FY21-23 Only)	CRRSAA School Based SUD Education (FY21-23 Only)	CRRSAA Strengthening Families Program (FY21-23)
	III.A. Salaries and Benefits Object Level							
16	Salaries (Complete Staffing Schedule)			\$ 140,856	\$ 65,072	\$ 36,333	\$ 20,785	\$ 18,666
17	Employee Benefits			\$ 29,162	\$ 16,268		\$ 8,916	\$ 3,978
18	Consultants			\$ -				
19	Payroll Taxes			\$ -				
20	Salaries and Benefits Subtotal		\$ -	\$ 170,018	\$ 81,340	\$ 36,333	\$ 29,701	\$ 22,644

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		\$ 4,500			\$ 4,500
27	Laundry Services and Supplies		\$ -			
28	Training		\$ 15,000	\$ 9,900	\$ 1,500	\$ 3,600
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		\$ 1,500	\$ 500	\$ 500	\$ 500
35	Publications and Legal Notices		\$ 45,916	\$ 25,810	\$ 9,000	\$ 11,106
36	Rents & Leases - Land, Structure, and Improvements		\$ 1,000			\$ 1,000
37	Taxes and Licenses		\$ -			
38	Drug Screening and Other Testing		\$ -			
39	Utilities		\$ -			
40	Pharmaceutical		\$ -			
41	Professional and Special Services		\$ -			
42	Transportation		\$ -			
43	Travel		\$ 3,000	\$ 500	\$ 500	\$ 2,000
44	Gas, Oil, & Maintenance - Vehicles		\$ -			
45	Rents & Leases - Vehicles		\$ -			
46	Depreciation - Vehicles		\$ -			
47	Other / Miscellaneous / Supplies		\$ 17,532	\$ 1,250	\$ 2,333	\$ 8,799
48	Services and Supplies Subtotal	\$ -	\$ 89,648	\$ 38,660	\$ 3,333	\$ 20,299
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -			
50			\$ -			
51	SUBTOTAL DIRECT COSTS	\$ -	\$ 259,666	\$ 120,000	\$ 39,666	\$ 50,000
52	IV. INDIRECT COSTS					
53	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ -			
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ -	\$ 259,666	\$ 120,000	\$ 39,666	\$ 50,000

XI. Add CRRSAA School Based Substance Use Disorder (SUD) Education Services Program Goals, Outcomes, and Measures to Exhibit E as follows:

**EXHIBIT E - ADP
PROGRAM GOALS, OUTCOMES AND MEASURES
CRRSAA School Based Substance Use Disorder (SUD) Education Services.*
Applicable to programs described in Exhibit A-4**

PROGRAM EVALUATION: Contractor shall work with County SPP Evaluation Consultant to evaluate the outcomes listed below. Contractor shall collect and report the following measurement indicators for short, intermediate, and long-term outcomes linked to assigned SPP goals, objectives and strategies, as described in the County Logic Model. Contractor shall, on an ongoing basis report to County all evaluation, pre-/post-test and survey results summaries, including:

Program Goals	Outcomes	Measures
Implement Youth Development/Youth Leadership and School-based SUD education programs to prevent problems associated with substance abuse.	<ol style="list-style-type: none"> 1. Achieve program-specific performance expectations 2. Demonstrate impact on community 3. Demonstrate reduction in youth substance use. 	<ul style="list-style-type: none"> • => 90% of program expectations met • => 5% change in Media Recognition and Recall Survey • => lower than state average as measured by the California Health Kids Survey

*Amendments may be made to this Exhibit E Program Goals, Outcomes and Measures as agreed in writing by County's and Contractor's Designated Representatives or their designees. Amendments to this Exhibit E do not require a formal amendment to this Agreement.

XII. The terms and provisions set forth in this Second Amendment to the Agreement 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 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.

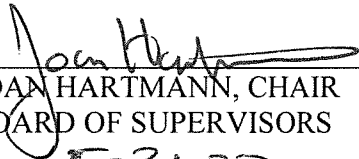
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SIGNATURE PAGE

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

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 5-31-22

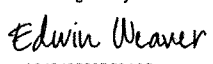
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 5-31-22

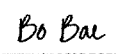
CONTRACTOR:

Fighting Back Santa Maria Valley

By: 
Authorized Representative
Name: Edwin weaver
Title: Executive Director
Date: 5/12/2022

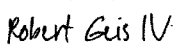
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

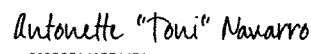
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

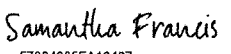
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: 
Director

AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager