

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC # 21-000** (hereafter First Amendment to Agreement), 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 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 HIV Early Intervention Services for a total agreement maximum amount not to exceed **\$431,037.00**, inclusive of **\$143,679.00** for FY 2021-2022; **\$143,679.00** for FY 2022-2023; and **\$143,679.00** for FY 2023-2024, for the period of July 1, 2021 through June 30, 2024;

WHEREAS, this First Amendment to Agreement updates the Standard Terms and Conditions and adds a Federal Award Identification Table with no change to the agreement maximum amount not to exceed **\$431,037.00**, inclusive of **\$143,679.00** for FY 2021-2022; **\$143,679.00** for FY 2022-2023; and **\$143,679.00** for FY 2023-2024, for the period of July 1, 2021 through June 30, 2024; and

WHEREAS, this First Amendment to Agreement incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on May 18, 2021, except as modified by this First Amendment to Agreement;

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

I. Delete Section 28 Compliance with Law of the Standard Terms and Conditions 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; guidance; and letters including, but not limited to, those issued by the California Department of Public Health 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, and/or letter shall be conclusive of that fact as between Contractor and County.

II. Add Section 42 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment to the Standard Terms and Conditions as follows:

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

A. Contractors 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).
 - i. 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).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. 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.

B. 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.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

III. Delete Exhibit A-1, Statement of Work: ADP, General Provisions, Section 1. Performance, subsection C. Compliance with SAPT and replace with the following:

C. Compliance with SAPT Requirements.

1. Contractor shall abide by all applicable laws and regulations governing the Substance Abuse Prevention and Treatment Block Grant (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, Subpart II and III. Contractor shall comply with any changes to these laws and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor shall furnish all medically necessary

services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 C.F.R. Section 440.230.

2. Contractor shall abide by all applicable provisions of the Performance Agreement between the Department and DHCS, Agreement Number No. 21-10034, available at <http://www.countyofsb.org/behavioral-wellness/alcohol-home.sbc>, which are incorporated by this reference in this Agreement.

IV. Delete Exhibit A-1, Statement of Work: ADP, General Provisions, Section 10 Monitoring, Subsection A. County Monitoring Process and replace with the following:

10. MONITORING.

A. County Monitoring Process. Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 21-10034, and the Performance Agreement, Agreement Number 21-10112. Contractor shall cooperate with these programs, and shall furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

V. Add Exhibit A-1, Statement of Work: ADP, General Provisions, Section 20, Federal Award Identification as follows:

20. 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 TABLE

(continued on next page)

I. FY 21-22.

FFY21-22 Federal Award Identification Table		
1	Subrecipient Name	Pacific Pride Foundation
2	Subrecipient Unique Entity Number (DUNS Number)	189239940
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	\$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 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	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. Effectiveness. 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 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.

III. 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.

VI. All other terms and conditions shall remain in full force and effect.

(This section intentionally left blank.)

SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Pacific Pride Foundation**.

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

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

PACIFIC PRIDE FOUNDATION

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

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 INSURANCE FORM:

GREG MILLIGAN, ARM
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager