

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #20-121** (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **Future Leaders of America** (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 **Future Leaders of America** on August 18, 2020 (hereafter Agreement) (BC 20-121) 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, this First Amended Agreement adds a Cannabis Education/Prevention program for youth and perinatal women; adds required Federal provisions including Federal Award Identification Tables; extends the Agreement term to June 30, 2023; and, increases the Agreement amount by \$39,666 for FY 21-22 and \$120,000 for FY 22-23, for a new Contract Maximum Amount not to exceed **\$399,666**, inclusive of \$120,000 for FY 20-21, \$159,666 for FY 21-22, and \$120,000 for FY 22-23, for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, the First Amended Agreement incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on August 18, 2020, except as modified by this First Amended Agreement.

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

I. Delete Section 4 (Term) of the Standard Terms & Conditions in its entirety, and replace with the following:

4. TERM.

Contractor shall commence performance on 7/1/2020 and end performance upon completion, but no later than 6/30/2023 unless otherwise directed by County or unless earlier terminated.

II. Add the following Federal provisions to the Standard Terms & Conditions:

37. MANDATORY DISCLOSURE.

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

III. Add Exhibit A-1, Statement of Work: ADP, General Provisions, Section 15.D:

D. Federal Award Identification. CONTRACTOR acting as a Federal Subrecipient shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this subaward. The following Federal Award Information is provided in accordance with 2 CFR § 200.332:

FEDERAL AWARD IDENTIFICATION TABLES

FY 20-21

FFY20 Federal Award Identification Table		
1	Subrecipient Name	Future Leaders of America
2	Subrecipient Unique Entity Number (DUNS Number)	098372399
3	Federal Award ID	1B08T1083062-01
4	FAIN	B08T1083062
5	Federal Award Date	4/10/2020
6	Subaward Period of Performance - Start Date and End Date	07/01/2020-06/30/2021
7	Subaward Budget Period - Start Date and End Date	07/01/2020-06/30/2021
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$120,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$120,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$120,000.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part 8, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 18-95274-AD1 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.

FEDERAL AWARD IDENTIFICATION TABLES

FY 21-22

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Future Leaders of America
2	Subrecipient Unique Entity Number (DUNS Number)	098372399
3	Federal Award ID	1808T1083437-01
4	FAIN	BC8T1083437
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
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13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
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19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 18-95274-A01 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
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IV. Add Exhibit A-3 – Statement of Work: ADP Cannabis Prevention:

EXHIBIT A-3

STATEMENT OF WORK: ADP

CANNABIS PREVENTION

Effective through June 30, 2022

1. PROGRAM SUMMARY.

The Cannabis Education/Prevention program shall implement primary prevention strategies, interventions, and activities in alignment with the County Strategic Prevention Plan in order to prevent and reduce problems associated with substance abuse in Santa Barbara County.

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 follows:

A. Decrease marijuana use among youth.

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. Decrease Marijuana Use Among Youth.

1. Contractor shall provide cannabis education and prevention services for youth utilizing the “Promotoras” or “Champion” model to educate on the consequences of marijuana use, reasons for youth not to use and increase community awareness of cannabis use (CSAP Strategies: *Community Based Process, Education, Information Dissemination*).
 - i. Contractor shall select 5-8 volunteers or “Champions” (youth) who will provide community education.
 - ii. Contractor shall provide support to the Champions to assure that 4 presentations are conducted to community youth and general population.
 - iii. Contractor shall organize training opportunities with ADP staff for the Champions to educate and provide guidance on presenting cannabis information to the public.
 - iv. Contractor shall provide presentations in English and Spanish where applicable.

4. STAFFING.

A. Contractor shall employ a minimum of one staff person who functions as lead to organize Champions and presentations in the community.

5. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Contractor shall work closely with County staff to ensure a two-way flow of communication for effective program implementation and to receive technical assistance as needed.
 - B. Contractor shall collaborate with other County Prevention Providers, including:
 - 1. Collaboration with ADP Prevention Coalitions to offer presentations of the Champions to schools, community meetings or other forums.
 - 2. Attendance at quarterly Partners in Prevention meetings to evaluate progress toward program goals and outcomes.
 - C. Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
 - 1. Collection and submission of presentations and numbers of people educated.
 - 2. Monthly data entry of all program services into the Primary Prevention Substance Use Disorder Data Service (PPSDS) system.
 - 3. Completion of Contract Review Reporting Template on a quarterly basis.
 - 4. Additional reporting and data collection as needed.
 - D. Contractor shall prepare for and participate in annual County monitoring site visits, and shall provide current information to County on all program activities, including:
 - 1. Contractor shall provide County with 30 days advance written notice of training sessions and public or community events that the Contractor plans to sponsor.
 - 2. Contractor shall submit to County all outreach materials for approval prior to distribution.
 - E. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community- based organizations, as applicable.
 - F. Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
 - G. Contractor shall attend Behavioral Wellness ADP Provider meetings as needed to receive information and support to implement prevention programs.
 - H. Contractor shall attend all Partners in Prevention (PIP) meetings and participate in all County sponsored prevention trainings.
 - I. Contractor shall attend relevant conferences and trainings related to Alcohol and Drug Prevention, youth leadership and development, environmental strategies, and best practices.
- V. 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 **\$399,666 for FY**

2020-2023, inclusive of \$399,666 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.

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

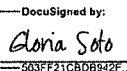
EXHIBIT B-1 ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM

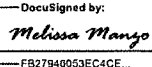
CONTRACTOR NAME: Future Leaders of America Santa Barbara FISCAL YEAR: 20-23

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Cal OMS	N/A	12	Actual Cost
			Community-Based Process	Cal OMS	N/A	16	Actual Cost
			Environmental	Cal OMS	N/A	17	Actual Cost

	PROGRAM		TOTAL
	Primary Prevention Coalition - South County	Cannabis Education /Prevention Program	
GROSS COST:	\$ 201,133	\$ 39,666	\$ 240,799
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES	\$ -		\$ -
CONTRIBUTIONS	\$ 6,133		\$ 6,133
OTHER (LIST):	\$ 75,000		\$ 75,000
TOTAL CONTRACTOR REVENUES	\$ 81,133	\$ -	\$ 81,133
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 120,000	\$ 39,666	\$ 120,000

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal			\$ -
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment			\$ -
Realignment/SAPT - Primary Prevention	\$ 120,000		\$ 120,000
CalWORKS			\$ -
Other County Funds		\$ 39,666	\$ 39,666
FY20-21 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ -	\$ 120,000
FY21-22 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ 39,666	\$ 159,666
FY22-23 TOTAL (Sources of Behavioral Wellness Funding)	\$ 120,000	\$ -	\$ 120,000
TOTAL (Sources of Behavioral Wellness Funding)	\$ 360,000	\$ 39,666	\$ 399,666

CONTRACTOR SIGNATURE: 
DocuSigned by: Gloria Soto
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FISCAL SERVICES SIGNATURE: 
DocuSigned by: Melissa Manzo
FB27940053EC4CE...

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

VII. Delete Exhibit B-2 in its entirety, and replace with the following:

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

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

AGENCY NAME: Future Leaders of America
 COUNTY FISCAL YEAR: 2020-2023

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LINE #	COLUMN #	1	2	3	4	5
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention South County Coalition	Cannabis Education /Prevention Program (FY 21-22 only)
1	Contributions		\$ 127,159	\$ 6,133	\$ 6,133	
2	Foundations/Trusts		\$ 1,132,883	\$ 75,000	\$ 75,000	
3	Miscellaneous Revenue			\$ -		
4	Behavioral Wellness Funding		\$ 159,666	\$ 159,666	\$ 120,000	\$ 39,666
5	Other Government Funding		\$ 324,000	\$ -		
6	Private Insurance			\$ -		
7	Federal Probation			\$ -		
8	Other (specify)			\$ -		
9	Other (specify)			\$ -		
10	Total Other Revenue		\$ 1,743,708	\$ 240,799	\$ 201,133	\$ 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		\$ 1,743,708	\$ 240,799	\$ 201,133	\$ 39,666

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Primary Prevention South County Coalition	Cannabis Education (Prevention Program (FY 21-22 only)
	III.A. Salaries and Benefits Object Level				
16	Salaries (Complete Staffing Schedule)	1,214,160	\$ 122,920	\$ 100,760	\$ 22,160
17	Employee Benefits	95,000	\$ 8,800	\$ 8,800	\$ 776
18	Consultants		\$ -		
19	Payroll Taxes	84,991	\$ 8,604	\$ 7,053	\$ 1,551
20	Salaries and Benefits Subtotal	\$ 1,394,151	\$ 140,324	\$ 116,613	\$ 24,487
	III.B Services and Supplies Object Level				
21	Equipment Depreciation and Maintenance	\$ 11,200	\$ 1,200	\$ 1,200	
22	Medical, Dental and Laboratory Supplies		\$ -		
23	Membership Dues		\$ -		
24	Equipment Rental and Lease		\$ -		
25	Clothing and Personal Supplies		\$ -		
26	Food		\$ -		
27	Laundry Services and Supplies		\$ -		
28	Training		\$ -		
29	Telephone/Communications		\$ -		
30	Depreciation - Structures and Improvements		\$ -		
31	Insurance		\$ -		
32	Interest Expense		\$ -		
33	Maintenance - Structures, Improvements, and Grounds		\$ -		
34	Office Expense	104,227	\$ 25,600	\$ 25,600	
35	Publications and Legal Notices		\$ -		
36	Rents & Leases - Land, Structure, and Improvements		\$ -		
37	Taxes and Licenses		\$ -		
38	Drug Screening and Other Testing		\$ -		
39	Utilities				
40	Pharmaceutical				
41	Professional and Special Services	41,040			
42	Transportation				
43	Travel				
44	Other/805UndocuFund Expenses	45,090			
45	Incentives/Honorarium, Health Ambassadors	20,000	\$ 18,000	\$ 4,645	\$ 13,179
46	Fundraising/Marketing	11,000	\$ -	\$ -	
47	Other / Miscellaneous: FLA Program Expenses	117,000	\$ 37,075	\$ 35,075	\$ 2,000
48	Services and Supplies Subtotal	\$ 349,557	\$ 81,875	\$ 66,520	\$ 15,179
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)				
50			\$ -		
51	SUBTOTAL DIRECT COSTS	\$ 1,743,708	\$ 222,199	\$ 183,133	\$ 39,666
52	IV. INDIRECT COSTS				
53	Administrative Indirect Costs (Reimbursement limited to 10%)		\$ 23,950	\$ 18,000	\$ -
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 1,743,708	\$ 246,149	\$ 201,133	\$ 39,666

VIII. Delete Exhibit E – ADP Program Goals, Outcomes and Measures in its entirety, and replace with the following:

EXHIBIT E – ADP

PROGRAM GOALS, OUTCOMES AND MEASURES*

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:

Coalitions		
Program Goals	Outcomes	Measures
Implement Community Coalitions that mobilize the community, participate in policy advocacy, and change social norms.	<ol style="list-style-type: none"> 1. Achieve Community Coalition performance expectations. 2. Demonstrate impact on community. 3. Demonstrate impact on alcohol retailers. 	<ul style="list-style-type: none"> • => 90% of program expectations met • => 5% change in Media Recognition and Recall Survey • =>5% change in Retailer Survey
Cannabis Education/Prevention		
Program Goals	Outcomes	Measures
Reduce/prevent use of cannabis among youth in the county. Deliver education and information about the health risks of cannabis use, and increase community awareness, education, and engagement by developing strong positive information and education on the issue.	<ol style="list-style-type: none"> 1. Conduct at least four (4) cannabis education presentations during contract period to a minimum of one hundred (100) students in total, and secure pre-test surveys from each attendee. 2. Conduct at least one (1) training during contract year to educate and provide guidance on presenting cannabis education to the public. 3. Prevent youth cannabis use. 4. Demonstrate the understanding of health effects of cannabis. 	<ul style="list-style-type: none"> • Attendance rosters and pre-test surveys • Attendance rosters and pre-test surveys • => 2% show no interest in cannabis use in post-survey • => 95% increase understanding of health effects of cannabis in post-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.

- IX. Effectiveness.** The terms and provisions set forth in this First Amended 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.
- X. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

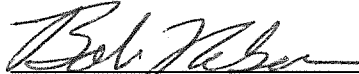
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SIGNATURE PAGE

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 Amended Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 12-14-2021

ATTEST:

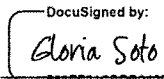
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 12-14-21

CONTRACTOR:

Future Leaders of America

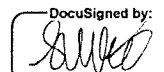
By: 
Authorized Representative
Name: Gloria Soto

Title: Executive Director

Date: 11/30/2021

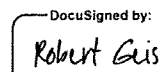
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

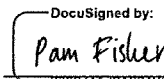
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

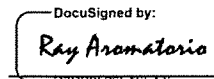
RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager