

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
INTENSIVE FAMILY SERVICES PROGRAM**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **CALM, Inc.** (CONTRACTOR).

WHEREAS, on June 27, 2023, the COUNTY approved the Agreement for Services with Independent Contractor, BC#23-045, (Agreement) with CONTRACTOR for the provision of Intensive Family Services Program;

WHEREAS, the initial term of the Agreement commenced on July 1, 2023 and is set to expire on June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (First Extension Period).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 4, **TERM**, of the Agreement, is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on July 1, 2024 and end performance upon completion, but no later than June 30, 2025, unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Title of Exhibit B of the Agreement is amended to state in its entirety:

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

3. Section A of **EXHIBIT B** of the Agreement is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$379,000 for the period of July 1, 2023 through June 30, 2024, and not to exceed \$441,324 for the period of July 1, 2024 through June 30, 2025.

4. Section B of **EXHIBIT B** is amended to state in its entirety:

C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (*Line Item Budget*) for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-2** (*Line Item Budget*) for the period of July 1, 2024 through June 30, 2025. Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

5. Section C of **EXHIBIT B** is amended to state in its entirety:

D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **EXHIBIT B-1 or B-2, as applicable**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

6. Add **EXHIBIT B-2**, Line Item Budget for Fiscal Year 2024/2025 as attached.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

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First Amendment to the Agreement between the **County of Santa Barbara** and **CALM, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

CALM, Inc.

DocuSigned by:
By: Daniel Nelson
11A8E47EB26A45A...
Department Head

DocuSigned by:
By: Alana Walczak
B95A4C8309724B2...
Authorized Representative

Name: Alana Walczak
President and Chief Executive
Title: Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: Paul Lee
561262F0B51A41B...
Deputy County Counsel

DocuSigned by:
By: [Signature]
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

DocuSigned by:
By: Greg Milligan
05F555F00269466...
Risk Management

**EXHIBIT B-2
LINE ITEM BUDGET**

Term Beginning: 7/1/2024

Term Ending: 6/30/25

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE)¹	Budget for Contract Term
Therapist	2.03	\$ 168,480.00
Mental Health Specialist (MHS)	0.50	\$ 31,200.00
MHS Supervisor	0.20	\$ 17,888.00
Program Manager	0.20	\$ 20,800.00
Senior Manager	0.08	\$ 9,360.00
Director of Clinical Operations	0.03	\$ 3,380.00
QA	0.03	\$ 1,560.00
Senior Manager of Continuous Quality Improvement	0.03	\$ 3,120.00
On Call Time		\$ 23,400.00
Sub-Total Salaries:		\$ 279,188.00

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Payroll taxes and expenses	\$ 27,771.00
Employee Benefits	\$ 69,428.00
Sub-Total Employee Benefits	\$ 97,199.00
Percentage Benefits	38.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 376,387.00

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	
Sub-Total Services	\$ -

2) Supplies

Item	Budget for Contract Term
Office Expense	
Program Expense	\$ 4,763.00
Education & Training	\$ 2,288.00
Telephone	
Mileage	\$ 2,200.00
Other*	
Sub-Total Supplies	\$ 9,251.00
TOTAL SERVICES AND SUPPLIES	\$ 9,251.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 12,105.00
Equipment Lease/Rental	\$ 2,800.00
IT/Tech	\$ 5,507.00
Furnishings	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Maintenance	
Other	
Indirect Cost Allocation 15%	\$ 60,908.00
Total Operating Expenses	\$ 81,320.00
GRAND TOTAL LINE ITEM BUDGET	\$ 466,958.00
Minus Match	\$ 25,634.00
TOTAL BEING REQUESTED	\$ 441,324.00

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Total Revenue		\$ -

E. TEN (10) Percent Cash or In-Kind Match Minimum

List all of your organization's current and projected sources and amounts of matching funds for the services your agency is applying to provide.

Source of Matching Funds	Dates funds will be available	Match Amount for Contract Term	Projected or Confirmed
Unrestricted Contributions		\$ 25,634.00	
Total Match		\$ 25,634.00	