

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
FRONT PORCH SERVICES**

**Santa Barbara County**  
Department of Social Services

***Second Amendment***

This is a *Second* Amendment (Second 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 28, 2022, the COUNTY approved the Agreement for Services with Independent Contractor, BC#22-035, (Agreement) with CONTRACTOR for the provision of Front Porch Program Services;

**WHEREAS**, the initial term of the Agreement commenced on July 1, 2022 and is set to expire on June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated;

**WHEREAS**, on June 16, 2023, the COUNTY approved First Amendment to the Agreement with CONTRACTOR to extend the initial term for one additional year commencing on July 1, 2023, through June 30, 2024 (First Extension Period); 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 (Second 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 Second 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.

2. Section III.B.16 of **EXHIBIT A** is added to the Agreement:

16. CONTRACTOR shall maintain the confidentiality of records pursuant to: Title 42 United State Code (USC) Section 290dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; California Welfare & Institutions Code (W&IC) Section 14100.2; California Health and Safety Code (HSC) Sections 11812 and 11845.5; and California Civil Code Sections 56 – 56.37, and 1798.80 – 1798.84. Records must comply with all appropriate state and federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes and regulations.

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 \$200,000 for the period of July 1, 2022 through June 30, 2023, not to exceed \$200,000 for the period of July 1, 2023 through June 30, 2024, *and not to exceed \$150,000 for the period of July 1, 2024 through June 30, 2025.*
4. Section C of **EXHIBIT B** is amended to state in its entirety:
- C. By the 15<sup>th</sup> of the month following the provision of services, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** *for the period of July 1, 2022 through June 30, 2023*, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, *and EXHIBIT B-3 (Line Item Budget) for the period of July 1, 2024 through June 30, 2025*, 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.
5. Add **EXHIBIT B-3**, 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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Second Amendment to the Agreement between the **County of Santa Barbara** and **CALM, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Second 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  
11A5E47EB26A45A...  
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-3  
LINE ITEM BUDGET**

TERM BEGINNING: July 1, 2024

TERM ENDING: June 30, 2025

**A. SALARIES AND EMPLOYEE BENEFITS**

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

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Budget for Contract Term
Direct Service Positions		
Mental Health Specialist(s)	0.85	\$ 54,614.00
Program Supervisor	0.10	\$ 8,149.33
Program Manager	0.05	\$ 4,974.31
Senior Manager	0.03	\$ 3,007.16
Administrative Positions		
Director of Clinical Operations	0.03	\$ 3,718.00
Quality Assurance Specialist/Admin	0.10	\$ 5,824.00
Sub-Total Salaries:		\$ 80,286.80

<sup>1</sup> 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
Direct Service Staff	\$ 26,883.02
Administrative Staff	\$ 3,625.96
Sub-Total Employee Benefits	\$ 30,508.98
Percentage Benefits	38.0%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 110,795.78</b>

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
IT Database/Consulting	\$ 2,000.00
Sub-Total Services	\$ 2,000.00

2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 890.00
Program Expense	
Program supplies	\$ 1,600.00
Training	\$ 1,175.00
Flex funds	\$ 5,000.00
Telephone	\$ 1,800.00
Mileage	\$ 2,000.00
Other	
Sub-Total Supplies	\$ 12,465.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 14,465.00</b>

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 2,998.00
Equipment Lease/Rental	\$ 150.00
Furnishings	
Maintenance	\$ 1,313.00
Utilities	\$ 713.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Other	
INDIRECT COST (capped at 15%)	\$ 19,565.22
Total Operating Expenses	\$ 24,739.22
GRAND TOTAL LINE ITEM BUDGET	\$ 150,000.00
Minus Match	\$ -
<b>TOTAL BEING REQUESTED</b>	<b>\$ 150,000.00</b>