

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

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 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 expired on June 30, 2024;

WHEREAS, on June 25, 2024, the COUNTY approved First Amendment to the Agreement with CONTRACTOR to extend the initial term for one additional year commencing on July 1, 2024, through June 30, 2025 (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, 2025, through June 30, 2026 (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, 2025 and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate one (1) 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. Section 35, **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**, of the Agreement is amended to state in its entirety:

35. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

A. Clean Air Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- B. Federal Water Pollution Control Act
 1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 2. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
 3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

3. Section 36, **CONTRACTOR ASSURANCE FOR COMPLIANCE**, is added to the Agreement:

36. CONTRACTOR ASSURANCE FOR COMPLIANCE

CONTRACTOR agrees it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and CONTRACTOR gives its assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY and CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

4. Section 37, **CONFIDENTIAL INFORMATION**, is added to the Agreement:

37. CONFIDENTIAL INFORMATION

CONTRACTOR shall safeguard confidential information in accordance with applicable law, including Welfare and Institutions Code section 10850, et seq., and California Department of Social Services Manual of Policies and Procedures Division 19.

5. Section III.A.ii of **EXHIBIT A** of the Agreement is amended to state in its entirety:

ii. **Service Model** – Intensive family services shall be culturally responsive and include trauma informed services to support approximately 21-33 families competently and safely caring for children in their own home to prevent removal. Provide effective treatment involving all family members to improve parenting skills, protective capacities, parent-child interaction and attachment, as well as a range of parental life competencies such as communication and problem solving. Interventions shall be provided in individual or group settings and cater to the individual needs of the family. The model shall have particular emphasis on engaging the parents in behavior change and readiness for participation in community services as appropriate to their needs (mental health, substance abuse, domestic violence, etc.) and when applicable preparation for their child's return including parent/child visitation. Intensive family services shall be family-centered, culturally competent, trauma-informed, and consistent with the legal framework of the child welfare system and its values.

6. Section III.A.v of **EXHIBIT A** of the Agreement is amended to state in its entirety:

v. **Contact Service Frequency** – Provide service intensity that is determined by CONTRACTOR for family needs and treatment planning. IFSP treatment is provided anywhere from one to several times per week based on need. Direct face-to-face contact and therapeutic services at the onset of treatment are encouraged and offered up to five hours per week, with frequency decreasing over the course of treatment as appropriate.

7. Section III.A.ix of **EXHIBIT A** of the Agreement is amended to state in its entirety:

ix. **Crisis Stabilization** - Crisis stabilization is facilitated using evidence-based and trauma-informed techniques. All IFSP staff have the ability to recognize and report safety concerns and instances of suspected child abuse and/or neglect. Crisis stabilization may include coordinating respite care to facilitate a rapid return to the family.

8. 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, not to exceed \$441,324 for the period of July 1, 2024 through June 30, 2025, *and not to exceed \$315,472 for the period of July 1, 2025 through June 30, 2026.*

9. 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, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025, and **EXHIBIT B-3** (Line Item Budget) for the period of July 1, 2025 through June 30, 2026. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2 or B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

10. 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, B-2 or B-3, 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.

11. Add **EXHIBIT B-3**, Line Item Budget for Fiscal Year 2025/2026 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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Laura Capps, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

CALM, Inc.

By: _____
Authorized Representative

Name: Alana Walczak
President and Chief Executive

Title: Officer

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

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management

**EXHIBIT B-3
LINE ITEM BUDGET**

Term Beginning: 7/1/2025

Term Ending: 6/30/26

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	1.00	\$ 84,240.00
Mental Health Specialist (MHS)	0.50	\$ 31,200.00
QA Manager	0.03	\$ 2,958.00
Program Manager	0.08	\$ 8,580.00
Senior Manager of Trauma Treatment	0.05	\$ 6,454.00
Director of Clinical Operations	0.03	\$ 4,178.00
Senior Manager of Continuous Quality Improvement	0.03	\$ 3,587.00
QA	0.10	\$ 7,088.00
Data Analyst	0.03	\$ 2,119.00
Senior Manager of Clinical Advancement	0.03	\$ 3,593.00
Sub-Total Salaries:		\$ 153,997.00

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
Employee Benefits & Taxes	\$ 57,333.00
Sub-Total Employee Benefits	\$ 57,333.00
Percentage Benefits	38.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 211,330.00

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	\$ 2,500.00
Education & Training	\$ 1,500.00
Mileage	\$ 5,500.00
Other	
Sub-Total Supplies	\$ 9,500.00
TOTAL SERVICES AND SUPPLIES	\$ 9,500.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 29,538.00
Equipment Lease/Rental	
IT/Tech	\$ 4,196.00
Furnishings	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Maintenance	
Other	
Indirect Cost Allocation 15%	\$ 60,908.00
Total Operating Expenses	\$ 94,642.00
GRAND TOTAL LINE ITEM BUDGET	\$ 315,472.00
Minus Match	
TOTAL BEING REQUESTED	\$ 315,472.00