

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
TRAUMA PARENTING WORKSHOP SERVICES**

Santa Barbara County
Department of Social Services

Third Amendment

This is a *Third Amendment* (Third 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 11, 2022, the COUNTY approved the Agreement for Services with Independent Contractor, BC#22-035, (Agreement) with CONTRACTOR for the provision of Trauma Parenting Workshop Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2022 and expired on June 30, 2023;

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);

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 (Second 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 (Third 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 Third 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.

2. 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 \$40,000 for the period of July 1, 2022 through June 30, 2023, not to exceed \$40,000 for the period of July 1, 2023 through June 30, 2024, not to exceed \$45,000 for the period of July 1, 2024 through June 30, 2025, *and not to exceed \$30,000 for the period of July 1, 2025 through June 30, 2026.*

3. 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.

4. 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.

5. 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.

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

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Laura Capps
Laura Capps, Chair
Board of Supervisors
Date: 6-24-25

RECOMMENDED FOR APPROVAL:

Department of Social Services

Signed by:
By: Daniel Melson
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Department Head

CONTRACTOR:

CALM, Inc.

Signed by:
By: Alana Walczak
B95A4CB309724B2...
Authorized Representative

Name: Alana Walczak
President and Chief Executive
Title: Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

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

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: [Signature]
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

Signed by:
By: Greg Milligan
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Risk Management