

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
FAMILY EVALUATION 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 **Aspiranet (CONTRACTOR)**.

WHEREAS, on June 16, 2020, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 20-034, (Agreement) with CONTRACTOR for the provision of Family Evaluation Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2020, and expired on June 30, 2021;

WHEREAS, on June 15, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2021 through June 30, 2022 (First Extension Period);

WHEREAS, on June 14, 2022, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (Second Extension Period); and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2023, through June 30, 2024 (*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, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, including **EXHIBIT B-1, Revised April 2021** for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-2** for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-3** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-4** for the period of July 1, 2023 through June 30, 2024, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section 40, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, is added to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

4. Section A of EXHIBIT B, **Payment Arrangements**, 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 **\$80,000** for the period of July 1, 2020 through June 30, 2021, not-to-exceed **\$70,000** for the period of July 1, 2021 through June 30, 2022, not-to-exceed **\$70,000** for the period of July 1, 2022 through June 30, 2023, and *not-to-exceed \$116,580 for the period of July 1, 2023 through June 30, 2024.*

CONTRACTOR shall be reimbursed \$3,370 per English evaluations and \$3,570 per Spanish evaluations.

5. Section B of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

- B. 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 Revised April 2021** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021 and **EXHIBIT B-2** (Schedule of Fees) for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-3** (Schedule of Fees) for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-4** (Schedule of Fees) for the period of July 1, 2023 through June 30, 2024, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1 Revised April 2021 or B-2, B-3, or B-4** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

6. Section C of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

- C. Monthly, 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1 Revised April 2021** for the period of July 1, 2020 through June 30, 2021 and **EXHIBIT B-2** for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-3** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-4** for the period of July 1, 2023 through June 30, 2024, as applicable and 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.

7. Add **EXHIBIT B-4**, Schedule of Fees, for FY 2023/2024 as attached.

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

EXHIBIT B-4
July 1, 2023 – June 30, 2024

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
English RFA Family Evaluation	\$3,370	24	\$80,880
Spanish RFA Family Evaluation	\$3,570	10	\$35,700
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$116,580

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Third Amendment to the Agreement between the **County of Santa Barbara and Aspiranet.**

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

COUNTY OF SANTA BARBARA:

By: *Shirley Maguerra*
Deputy Clerk

By: *Das Williams*
Das Williams, Chair
Board of Supervisors

Date: 6-27-23

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Aspiranet

By: *Daniel Nelson*
DocuSigned by:
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Department Head

By: _____
Authorized Representative
Name: Vernon Brown
Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

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

By: *Robert Guis*
DocuSigned by:
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: *Greg Milligan*
DocuSigned by:
DC220AC1E64247D...
Risk Management

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Third Amendment to the Agreement between the **County of Santa Barbara** and **Aspiranet**.

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Aspiranet

By: _____
Department Head

By:  _____
Authorized Representative

Name: Vernon Brown

Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management