

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COUNTY OFFICE OF EDUCATION/HEALTH LINKAGES PROGRAM
for
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION

THIRD AMENDMENT

Effective July 1, 2018

THIS IS THE THIRD AMENDMENT (hereinafter referred to as Third Amendment) to the MAA Health Linkages Agreement (the "Agreement") dated September 1, 2015 between the County of Santa Barbara, a political subdivision of the State of California (**COUNTY**), and the Santa Barbara Office of Education with an address at 3970 La Colina Road, Santa Barbara, CA 93160 (**CONTRACTOR**), effective as of July 1, 2018 ("Third Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

WHEREAS, the parties desire to update federal clauses; and

WHEREAS, this Third Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Third Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. Section 4 is amended as follows:
 4. **TERM.** The term of this Agreement shall be for the period of July 1, 2018 through June 30, 2019.
 - b. Section 35 is deleted in its entirety and replaced with:
 35. **MANDATORY DISCLOSURE.** CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

c. Section 36 is added in its entirety:

36. PROHIBITION ON SPENDING FUNDS ON LOBBYING.

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
- i. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

d. Section 37 is added in its entirety:

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

3. **Counterparts.** This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Third Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Third Amendment to Agreement between the **County of Santa Barbara** and **Santa Barbara Office of Education. IN WITNESS WHEREOF**, the parties have executed this Third Amendment to be effective July 1, 2018.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR
APPROVAL:**

Van Do-Reynoso, MPH, PhD

**APPROVED AS TO ACCOUNTING
FORM:**

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2018.

Santa Barbara County Office of Education

By: _____
Authorized Representative

Name: Kathy Hollis

Title: Assistant Superintendent