

**MODIFICATION NUMBER THREE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA**

On August 15, 2017, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Catholic Charities of the Diocese of Santa Rosa (hereinafter "Contractor") entered into a services agreement, modified by the parties effective June 11, 2018 as Modification No. 1, and modified by the parties effective July 29, 2019 as Modification No. 2 (hereinafter "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit B (Budget) is hereby deleted and replaced in its entirety with the attached Exhibit B (Budget).

2. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$2,025,000 under the terms and conditions of this Agreement.

3. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from July 1, 2017 to June 30, 2020, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY:

Ann Hamilton
Department of Health Services
County of Sonoma
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
707.565.4414
ann.hamilton@sonoma-county.org

TO CONTRACTOR:

Patricia Cunningham
Grants Compliance Manager
Catholic Charities of the Diocese of Santa Rosa
Catholic Charities, P.O. Box 4900
Santa Rosa CA 95402
707.528.8712 x249
pcunningham@srcharities.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2020.

CONTRACTOR:

Len Marabella, CEO
Catholic Charities of the Diocese of Santa Rosa

Dated

COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Barbie Robinson, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Adam Radtke, Deputy

Sonoma County Counsel

05/11/2020
Dated

Exhibit B. Budget**Period of Performance: July 1, 2017 through December 31, 2017**

Payment for services under this Agreement, as described in Exhibit A, are based on the completion and delivery of the following deliverables:

Total (\$)	Deliverable Due Date	Completed Deliverables
33,750 (10%)	Jul 7, 2017	Quality Improvement plan to support Implementation Manual and Pilot Completion work plan
33,750 (10%)	Jul 7, 2017	Quarterly Report Template with data collection plan to collect Exhibit A (Scope of Work) Item No. 8
33,750 (10%)	Apr 30, 2018	Completed Implementation Manual, as described in Exhibit A (Scope of Work) Item No. 7
118,125 (35%)	Jan 12, 2018	July 1 – September 30, 2017 Quarterly Report
118,125 (35%)	Jan 12, 2018	October 1 – December 31, 2017 Quarterly Report
337,500		

Period of Performance: January 1, 2018 through June 30, 2020

Payment for services under this Agreement, as described in Exhibit A, are based on the completion and delivery of the following deliverables:

Total (\$)	Approximate Payment Date	Deliverables (Payments are dependent on completion of reports)
337,500	Upon execution of 1st amendment	January 1, 2018 through March 31, 2018 Quarterly Report.
168,750	July 15, 2018	April 1, 2018 through June 30, 2018 Quarterly Report.
168,750	October 15, 2018	July 1, 2018 through September 30, 2018 Quarterly Report.
168,750	January 15, 2019	October 1, 2018 through December 31, 2018 Quarterly Report.
168,750	April 15, 2019	January 1, 2019 through March 31, 2019 Quarterly Report.
168,750	July 15, 2019	April 1, 2019 through June 30, 2019 Quarterly Report.
168,750	October 15, 2019	July 1, 2019 through September 30, 2019 Quarterly Report.
337,500	June 15, 2020	October 1, 2019 through December 31, 2019 Quarterly Report and January 1, 2020 through March 31, 2020 Quarterly Report.
1,687,500		

Total Budget: \$337,500 + \$1,687,500 = \$2,025,000.