

MEMORANDUM OF UNDERSTANDING
between
SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT
and
SANTA BARBARA NEIGHBORHOOD CLINICS

FIRST AMENDMENT
Effective February 5, 2019

THIS IS THE FIRST AMENDMENT (hereafter referred to as “First Amendment”) to the Memorandum of Understanding (MOU) between Santa Barbara County Public Health Department (PHD) and Santa Barbara Neighborhood Clinics (SBNC).

WHEREAS, PHD and SBNC have worked collaboratively for a number of years to provide medical services to the uninsured and underinsured residents of Santa Barbara County.

WHEREAS, both organizations are Federally Qualified Health Care Centers;

WHEREAS, on November 13, 2018 the parties entered into the MOU and now wish to amend that MOU pursuant to Section Six, subsection B;

WHEREAS, as a condition of the receipt of the Section 330 grant funds, the Programs must ensure that referral agreements with other provider organizations that provide services within its scope of project have a Privileging and Credentialing process that complies with HRSA requirements.

NOW, THEREFORE, the PHD and SBNC agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the MOU.
2. **Amendments.** The MOU is amended as follows:

Section Three: Scope of Work, subsection “D)” Mutual Responsibilities, subsection “3)” Credentialing and Privileging is added in its entirety as follows:

Section Three, D)3) Credentialing and Privileging.

Any provider accepting referrals must be credentialed and privileged and ensure that such providers are: Licensed, certified, or registered as verified through a credentialing process, in accordance with applicable federal, state, and local laws; and competent and fit to perform the contracted or referred services, as assessed through a privileging process. The providers must remain in good standing throughout the agreement period. Each party will review the other party’s credentialing and privileging processes at least annually or more frequently, if necessary, to ensure compliance.

Section Six: General Provisions, subsection "L)" is added in its entirety as follows:

Section Six, L) Mutual Approval of Immaterial Changes.

SBNC and County agree that immaterial changes to the Statement of Work (mutually agreeable Statement of Work changes which will not result in a change to the total contract amount, the term, or add to the scope of work) may be authorized by the Public Health Director, or designee in writing, and will not constitute an amendment to the MOU.

3. **Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the MOU. The terms and provisions of the MOU, except as expressly modified and superseded by this First 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.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties have executed this First Amendment to the MOU between the PHD and SBNC to be effective February 5, 2019.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED
VAN DO-REYNOSO, MPH, PhD
DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: _____
Director

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties have executed this First Amendment to the MOU between the PHD and SBNC to be effective February 5, 2019.

Santa Barbara Neighborhood Clinics

By: _____
Authorized Representative

Name: _____
Charles Fenzi, MD, Chief Executive Officer

Date: _____