

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

SECOND AMENDMENT
Effective July 1, 2020

THIS IS THE SECOND AMENDMENT (hereafter referred to as “Second 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; and

WHEREAS, both organizations are Federally Qualified Health Care Centers; and

WHEREAS, on November 13, 2018 the parties entered into the MOU and on February 5, 2019 entered a First Amendment; and

WHEREAS, the term of the MOU was through June 30, 2020, but the parties have continued to operate under the terms of that MOU; and

WHEREAS, due to the extraordinary circumstances of the ongoing novel coronavirus pandemic the parties were not able to extend the MOU prior to the expiration date; and

WHEREAS, the parties now wish to ratify and confirm the terms of the MOU and to now amend the MOU pursuant to Section Six, subsection B to reflect the parties continued and ongoing relationship; and

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; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement, entered into on November 13, 2018, and First Amendment entered into on February 5, 2019, except as may be modified by this Second Amendment.

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

1. **Definitions.** Capitalized terms used in this Second 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 Six: General Provisions, subsection "A" is deleted and replaced in its entirety with:

Section Six, (A)

The term of this agreement is November 13, 2018 through June 30, 2022. If both parties agree in writing, the Director of the Public Health Department and the CEO of SBNC may extend the term of this agreement for up to two additional years through June 30, 2024.

3. **Effectiveness.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the MOU and First Amendment. The terms and provisions of the MOU and First Amendment, except as expressly modified and superseded by this Second 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 Second 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 Second Amendment to the MOU between the PHD and SBNC to be effective July 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, 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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the MOU between the PHD and SBNC to be effective July 1, 2020.

Santa Barbara Neighborhood Clinics

By:

Authorized Representative

Name:

Charles Fenzi, MD, Chief Executive Officer

Date:
