

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY
for
**INPATIENT CLAIMS ADJUDICATION FOR THE MADDY EMERGENCY MEDICAL SERVICES
FUND PROGRAM**

SECOND AMENDMENT
Effective October 1, 2023

THIS IS THE SECOND AMENDMENT (hereafter Second Amendment) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health) having its principal place of business at 4050 Calle Real, Santa Barbara, CA (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the Agreement, as amended, is effective through December 31, 2026; and

WHEREAS, the parties desire to amend the Agreement to update the designated representatives and notices section, to amend the term, and to amend the total amount to \$3,296,000.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend 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 Agreement.
2. **Amendments.** The parties agree to amend the Agreement as follows:

Agreement, Section 1 "DESIGNATED REPRESENTATIVE" is deleted and replaced in its entirety with:

DESIGNATED REPRESENTATIVE. The Emergency Medical Services Director at phone number (805) 681-5394 is the authorized representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Director of Information Technology at phone number (805) 562-1600 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

Agreement, Section 2 "NOTICES" is deleted and replaced in its entirety with:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, as follows:

To COUNTY:

Nick Clay, EMS Agency Director
Public Health Department
300 North San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Chief Information Officer
CenCal Health
4050 Calle Real
Santa Barbara, CA 93110

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

Agreement, Section 4 "TERM" is deleted and replaced in its entirety with:

CONTRACTOR commenced performance on October 1, 2023, and shall continue to provide services pursuant to this Agreement until December 31, 2026, unless terminated sooner as provided herein.

Agreement, EXHIBIT B, "PAYMENT" Section 1 is deleted and replaced in its entirety with:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$3,296,000.

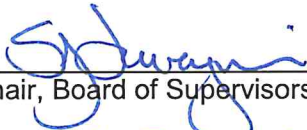
3. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms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

[This area intentionally left blank. Signatures on following pages.]

Second Amendment to the Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health).


IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on October 1, 2023.

COUNTY OF SANTA BARBARA



Chair, Board of Supervisors
Date: 6-25-24

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 


Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

By: 

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Deputy County Counsel

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

By: 

A98E058D71D04FB...
Deputy

APPROVED
MOUHANAD HAMMAMI, MD,
DIRECTOR PUBLIC HEALTH
DEPARTMENT

By: 

4F9D7A0211228448...
Director

APPROVED AS TO FORM:
GREG MILLIGAN, RISK
MANAGER

By: 

65F555F00269460...
Risk Manager

APPROVED:
NICHOLAS CLAY
DIRECTOR, EMS AGENCY

By: 

C738870D9F7F486...
Director

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health).

IN WITNESS WHEREOF, the parties have executed this this Agreement to be effective on October 1, 2023.

CONTRACTOR

DocuSigned by:

By:

Marina Owen

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Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health)
Marina Owen, Chief Executive Officer

Date: 6/7/2024

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