

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
MARIAN REGIONAL MEDICAL CENTER
for
MADDY EMERGENCY MEDICAL SERVICES FUND DISTRIBUTIONS

FIRST AMENDMENT
Effective January 1, 2023

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for Maddy Emergency Medical Services Fund Distributions (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Dignity Health, doing business as Marian Regional Medical Center (hereafter HOSPITAL).

WHEREAS, the parties desire to amend the Agreement established February 7, 2017 and to redefine the term, and to adjust compensation;

WHEREAS, this First 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 First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:

Section 2 is deleted and replaced in its entirety with:

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service as follows:

To COUNTY: Nicholas Clay
 Director, EMS Agency
 300 N. San Antonio Road
 Santa Barbara, CA 93110

To HOSPITAL: Sue Andersen
 Marian Regional Medical Center
 1400 E. Church Street

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

Section 4 “Term” is deleted and replaced in its entirety with:

4. **TERM.** HOSPITAL shall commence performance on February 7, 2017, and end performance upon completion, but no later than December 31, 2026, unless otherwise directed by the COUNTY or unless earlier terminated.

Exhibit B “Payment Arrangements” Section A is deleted and replaced in its entirety with:

- A. For HOSPITAL services to be rendered under this Agreement, HOSPITAL shall be paid up to a total Agreement amount, including cost reimbursements, not to exceed \$321,000.
3. **Counterparts.** This First 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 First 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 First 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 appear on following pages.]

First Amendment to Agreement for Maddy EMS Fund Distributions between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective January 1, 2023.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Das Williams

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Daniel L. B. Nielson, MPA
Interim Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: _____
Risk Management

APPROVED AS TO FORM:

Nicholas Clay
EMS Agency Director

By: _____

First Amendment to Agreement for Maddy EMS Fund Distributions between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective January 1, 2023.

HOSPITAL

By: _____

Susan Andersen
President and CEO
Dignity Health
Marian Regional Medical Center

Date: _____