

**SECOND AMENDMENT  
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS SECOND AMENDMENT** to the Agreement for Services of Independent Contractor, **BC #21-084**, (hereafter Second Amendment) is made by and between the **County of Santa Barbara** (County) and **Dignity Health dba Marian Regional Medical Center** (Contractor or Marian) for the continued provision of services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21-084, on July 13, 2021, for the provision of outpatient Crisis Stabilization Unit services to Santa Barbara County Medi-Cal beneficiaries experiencing a psychiatric emergency or mental health crisis for a contract maximum not to exceed \$4,800,000, inclusive of \$1,600,000 per year, for the period of July 13, 2021 through June 30, 2024 (Agreement);

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a First Amendment to the Agreement on August 16, 2022, to add Lanterman-Petris-Short Act (LPS) Welfare and Institutions Code section 5150 (5150) services and update language for compliance with county, state, and federal requirements, with no change to the contract maximum of \$4,800,000 (\$1,600,000 annually) for the period of July 13, 2021 through June 30, 2024 (First Amendment); and

**WHEREAS**, this Second Amendment expands referral sources for outpatient Crisis Stabilization Unit services to include Contractor-affiliated physicians working at Contractor's site and/or other healthcare providers, with no change to the contract maximum of \$4,800,000 (\$1,600,000 annually) for the period of July 13, 2021 through June 30, 2024.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**I. Delete Section 1 (Program Summary) and Section 4 (Clients) of Exhibit A-2 Crisis Stabilization Unit and replace them with the following:**

- 1. PROGRAM SUMMARY.** Contractor shall provide outpatient Crisis Stabilization Unit (CSU) services lasting less than 24 hours, in accordance with California Code of Regulations (C.C.R.), Title 9, Section 1810.210, to Santa Barbara County Medi-Cal Mental Health beneficiaries, age 18 and older, (Clients) who are experiencing a psychiatric emergency or mental health crisis, including co-morbid alcohol and other drug-induced disorders; are medically stabilized; would benefit from outpatient crisis stabilization services; and present at Contractor's Emergency Department (ED) or are referred by Contractor-affiliated physicians working at Contractor's site and/or other healthcare providers. The CSU will be designated as a Lanterman-Petris-Short Act (LPS) Welfare and Institutions Code (WIC) section 5150 (5150) facility. Contractor shall provide evaluation and treatment of Clients detained in accordance with WIC 5150 et seq. of the LPS Act. The detention of Clients shall not exceed 24 hours. (Collectively, "the Program.")

**II. Delete Section 5 (Referrals) of Exhibit A-2 Crisis Stabilization Unit and replace it with the following:**

**5. REFERRALS.** Contractor shall provide Services to Clients referred by its ED and Contractor-affiliated physicians working at Contractor's site and/or other healthcare providers for outpatient crisis stabilization unit services.

**III. Effectiveness.** 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, except as expressly modified and superseded by the First Amendment and 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.

**IV. Execution of Counterparts.** This Second Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE**

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Dignity Health dba Marian Regional Medical Center**.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be effective on the date executed by COUNTY.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

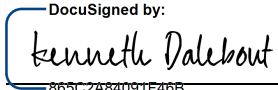
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

**DIGNITY HEALTH DBA MARIAN  
REGIONAL MEDICAL CENTER**

By:   
Authorized Representative

Name: Kenneth Dalebout

Title: Vice President

Date: 8/30/2023


**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
Deputy County Counsel

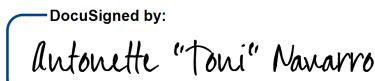
**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT  
DIRECTOR, DEPARTMENT OF  
BEHAVIORAL WELLNESS

By:   
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:   
Risk Manager