Attachment A: First Amendment to the Contract with Health Management Associates (BC-16-193)

AGREEMENT

between

COUNTY OF SANTA BARBARA

and

HEALTH MANAGEMENT ASSOCIATES

for

MEDICAL SERVICES RFP AND CONTRACT DEVELOPMENT

FIRST AMENDMENT

Effective January 24, 2017

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for Services of Independent Contractor, number BC-16-193 (hereafter Contract), by and between the County of Santa Barbara a political subdivision of the State of California (COUNTY), and Health Management Associates (CONTRACTOR), for the development of a Medical Services RFP and Contract for the County of Santa Barbara Probation and Sheriff's Departments.

WHEREAS, the Agreement is effective through March 31, 2017; and

WHEREAS, COUNTY requested CONTRACTOR make three (3) additional trips and presentations over and above those anticipated in Agreement, BC-16-193; and

WHEREAS, the parties desire to amend Contract BC-16-193 to increase the contract maximum amount by \$28,000 from \$96,900 to \$124,900 to reflect the additional cost resulting from the additional trips from San Francisco to Santa Barbara and presentations to individual Board members and at regularly scheduled Board meetings; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in Contract BC-16-193 approved by the County of Santa Barbara;

NOW, THEREFORE, the Contract is Amended as follows:

1. Amendment to Agreement.

This First Amendment is made by and between the COUNTY and CONTRACTOR as follows:

- For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$124,900.
- 2. <u>Ratifications.</u> 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 The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and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.
- 3. <u>Counterparts.</u> This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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First Amendment to Contract for the development of a Medical Services RFP (Contract BC- 16- 193) between **County of Santa Barbara** and **Health Management Associates**.

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

ATTEST: Mona Miyasato County Executive Officer Clerk of the Board	COUNTY OF SANTA BARBARA: Joan Hartmann Board of Supervisors
By: Deputy Clerk	By: Chair, Board of Supervisors Date:
RECOMMENDED FOR APPROVAL: Guadalupe Rabago Chief Probation Officer	CONTRACTOR: Health Management Associates
Department Head	By: Kelly Johnson Title: Vice President
RECOMMENDED FOR APPROVAL: Bill Brown Sheriff - Coroner By: Department Head	APPROVED AS TO ACCOUNTING FORM: Theodore A. Fallati, CPA Auditor-Controller By: Deputy
APPROVED AS TO FORM: Ray Aromatorio Risk Management By:	APPROVED AS TO FORM: Michael C. Ghizzoni County Counsel By:

Deputy County Counsel