

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
HOSPITALIST AND OUTPATIENT PROFESSIONAL SERVICES

SECOND AMENDMENT

Effective July 1, 2016

THIS IS THE SECOND AMENDMENT (hereafter referred to as **Second Amendment**) to the Agreement for Hospitalist and Outpatient Professional Services (hereafter **Agreement**), by and between the County of Santa Barbara (COUNTY) and Santa Barbara Cottage Hospital (CONTRACTOR).

WHEREAS, the Agreement is effective through June 30, 2016;

WHEREAS, COUNTY and CONTRACTOR have worked collaboratively since 1978 to provide both outpatient and hospital based medical services to the uninsured and underinsured patients of Santa Barbara County through the Cottage Health Residency Program;

WHEREAS, Internal Medicine and Surgery Residents benefit from the opportunity to provide medical care to a diverse population of patients, having access to a vast array of ancillary and support services in the COUNTY's facilities, while enhancing their medical skills under the supervision of experienced physicians;

WHEREAS, The community benefits from this historical partnership and from the opportunity to receive medical care from recently graduated medical students who have learned current perspectives and techniques in medicine;

WHEREAS, the parties desire to amend the Agreement to extend the term and redefine compensation; and

WHEREAS, this Second 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 Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and the First Amendment.
 - a. Clinic is defined as the medical department where patients are given treatment or advice, for example Internal Medicine Clinic, Rheumatology Clinic, Endocrinology Clinic, etc.
 - b. Santa Barbara Health Care Center replaces Santa Barbara Multi-Specialty Clinic as the name of the location where the outpatient Resident services are delivered.

- c. Session is defined as the four-hour block of time each clinic is scheduled.
- d. Walk-In Clinic is defined as a clinic where patients are accepted on a walk-in basis and with no appointment required.

2. **Amendments.**

- a. The Agreement is amended as follows:

4. **TERM.** CONTRACTOR shall commence performance as of the Effective Date and shall continue until June 30, 2019 unless earlier terminated as provided herein.

- b. EXHIBIT A STATEMENT OF WORK is amended, and section 2.1 is replaced entirely, as follows:

II. CONTRACTOR'S RESPONSIBILITIES:

A. **Delivery of Medical Services by Residents.** CONTRACTOR will provide Hospitalist and Ambulatory Services to COUNTY Patients by assigning up to 31 (thirty-one) IM Residents and 15 (fifteen) General Surgery Residents who will deliver the medical services outlined in this Agreement.

2. **Ambulatory Services at the Santa Barbara Health Care Center:**

2.1 Ambulatory Services at the Santa Barbara Health Care Center are updated to reflect the following frequencies:

- a) CONTRACTOR will be responsible for assigning Residents to perform clinic based medical care in the COUNTY's Santa Barbara based Same Day Walk-In, IM Continuity, and Specialty clinics. It is estimated that under the Attending Physician's practice, the Residents will see approximately 2,000 patient visits in Walk-In and approximately 2,500 patient visits in the IM Clinic each year. The Residents will be assigned to the following clinics with these specific scheduling parameters:
- b) Same Day Walk-In: One (1) IM Resident will be assigned to this clinic Monday-Friday 8:00am - 12:00pm and 1:00pm - 5:00 pm. each day the clinic is open for a total of 10 Sessions per week for up to 52 weeks per year. (CONTRACTOR will provide the schedule to the Health Center Administrator and the Office Supervisor for the Same-Day Walk-In clinic 30 days prior to the clinic.)
- c) IM Continuity Clinic: Up to three (3) IM Residents will be assigned to a maximum of eight sessions per week. There will be 5 afternoon Sessions and 2 morning Sessions. Each IM Resident will be scheduled monthly and each will have a range of 40-44 clinics per year. CONTRACTOR will provide the schedule to the Health Center Administrator and the Office Supervisor 60 days prior to the date of the clinic.
- d) Arthritis Clinic: One (1) IM Resident will be assigned for 1 Session 1 time per week for a range of 46-50 clinics per year.

- e) Dermatology Clinic: One (1) IM Resident will be assigned for 1 Session 1 time per week for a range of 46-50 clinics per year.
- f) Gestational Diabetes: One (1) IM Resident will be assigned for 1 Session 1 time per week for a range of 46-50 clinics per year.
- g) Infectious Disease Clinic: One (1) IM Resident will be assigned for 1 Session 1 time per week for a range of 46-50 clinics per year.
- h) Neurology Clinic: One to two (1 to 2) IM Residents will be assigned for 1 Session 1 time per week for a range of 46-50 clinics per year.
- i) Endocrinology Clinic: One (1) IM Resident will be assigned for 1 Session per week up to 3 times per month for a range of 30-36 clinics per year.
- j) Assignments to other Specialty clinics may be made upon mutual agreement between CONTRACTOR and the COUNTY.
- k) Continued resident support in any Specialty clinic(s) will be reevaluated on a periodic basis, to be determined by the parties, based upon the educational value to the residents of said participation.

2.2 The COUNTY in consultation with CONTRACTOR may modify IM Continuity Clinic appointment schedules to allow for adequate supervision for up to eight sessions per week. COUNTY may add, delete or modify the frequency and type of medical specialty clinics as necessary to meet patient need with two (2) weeks advanced notice to CONTRACTOR.

2.3 Except in unusual circumstances, CONTRACTOR will provide two weeks written notice to COUNTY when the individual schedule for an IM Resident is to be cancelled or rescheduled and three weeks written notice to COUNTY if an entire clinic session is to be cancelled. (The IM Residency Program, in conjunction with the Resident, will provide clear instruction to the Health Center Administrator and the Office Supervisor as to how/when the patients should be rescheduled.) Additionally, it is expected that Residents will be on time for clinics and complete the scheduled clinic, which is typically 4 hours in duration. A Resident's request to leave the clinic early must be approved by his or her COUNTY Attending Physician.

3. Ambulatory Surgery Clinics:

3.1 There will be approximately 52 General Surgery clinics per year and 3 Specialty clinics where the Surgical Residents are assigned and scheduled by CONTRACTOR. (CONTRACTOR will provide the schedule to the Health Center Administrator and Office Assistant Principal for General Surgery clinics at least 30 days prior to the clinics.)

- a. General Surgery Clinic: Three (3) Surgical Residents (R1, R2, R3, R4 and R5) will be assigned for 1 Session 1 time per week to the clinics for approximately 48-50 Sessions per year.

- b. Surgical Residents may benefit from assignment to COUNTY Specialty Clinics including Gynecology, Orthopedics, and/or Urology. Assignments to Specialty clinics may be made upon mutual agreement between CONTRACTOR and the COUNTY.
- c. COUNTY in consultation with CONTRACTOR may modify General Surgery Clinic appointment schedules to allow for adequate supervision for one Session per week. COUNTY may add, delete or modify as necessary the frequency and type of Surgical Specialty clinics to meet patient need with two (2) weeks advanced notice to CONTRACTOR.

- B. **Recruitment and Employment of Residents.** CONTRACTOR is responsible for the recruitment/employment and payment of the salaries/expenses (including group health and workers' compensation insurance) of its Residents. The method of recruiting and the selection of the Residents is determined by the CONTRACTOR Medical Education Advisory Committee. The master list of new Residents is made available to the COUNTY as soon as it is ready and preferably 60 days prior to the start of the new Residents' assignment.
- C. **Attending Physicians.** CONTRACTOR Attending Physicians will provide required supervision of Residents for Hospitalist services. CONTRACTOR will provide COUNTY with a list of Attending Physicians and update the list as changes occur.
- D. **Credentialing.** CONTRACTOR is responsible for "credentialing" (as appropriate for graduate medical programs) the Residents and maintaining their file in good standing. Should there be a change of this good standing, CONTRACTOR will notify COUNTY immediately.

C. EXHIBIT B Payment Arrangements is replaced in its entirety with EXHIBIT B, dated July 1, 2016, attached hereto and incorporated herein by reference.

Second Amendment to Agreement for Hospitalist and Outpatient Professional Services between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

ATTEST:

Mona H. Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Second Amendment to Agreement for Hospitalist and Outpatient Professional Services between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

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SANTA BARBARA COTTAGE HOSPITAL

By: _____
Brett D. Tande, Senior Vice President & Chief Financial Officer

Date _____

By: _____
Steven A. Fellows, Executive Vice President & COO

Tax ID Number: 95-1644629

EXHIBIT B

PAYMENT ARRANGEMENTS

July 1, 2016

This Agreement continues to be a mutually beneficial service agreement whereby no payment will be received by either party. Agreement maximum amount is not to exceed \$0.00.