

Attachment A

**Agreement between Santa Barbara
County and Santa Barbara Cottage
Hospital for Hospitalist and Outpatient
Professional Services First Amendment**

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
HOSPITALIST AND OUTPATIENT PROFESSIONAL SERVICES
FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2027
FIRST AMENDMENT

THIS FIRST AMENDMENT ("Amendment") is effective as of July 1, 2026, by and between the County of Santa Barbara ("COUNTY") and Santa Barbara Cottage Hospital ("CONTRACTOR") and amends the Agreement with CONTRACTOR for hospitalist and outpatient professional services entered into by the parties on July 1, 2022 (the "Agreement").

WHEREAS, COUNTY and CONTRACTOR are parties to the Agreement, which is effective through June 30, 2027;

WHEREAS, the Agreement includes Exhibit A: Statement of Work;

WHEREAS, COUNTY and CONTRACTOR desire to replace the current Exhibit A with an updated Statement of Work;

WHEREAS, the Agreement includes Exhibit B: Payment Arrangements;

WHEREAS, COUNTY AND CONTRACTOR desire to replace the current Exhibit B with an updated Payment Arrangements; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement except as expressly modified herein.

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

1. **Replacement of Exhibit A.** Exhibit A: Statement of Work, to the Agreement is hereby deleted in its entirety and replaced with the updated Exhibit A: Statement of Work, which is attached hereto and incorporated by reference herein.
2. **Replacement of Exhibit B.** Exhibit B: Payment Arrangements to the Agreement is hereby deleted in its entirety and replaced with the updated Exhibit B: Payment Arrangements, which is attached hereto and incorporated by reference herein.

3. **No Other Changes.** All other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and, subject to the terms contained herein, the parties ratify and affirm the Agreement in all other aspects. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

[Signature pages follow]

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Santa Barbara Cottage Hospital.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on July 1, 2026.

ATTEST:

County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
County Health Department

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: Mouhanad Hammami
CB8E6674C69245C...
Department Head

Signed by:
By: James E Munro
CB672761EA6345C...
Auditor-Controller

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager

Signed by:
By: Lindy Giacomuzzi-Rotz
B881EBAD88ED446F...
Deputy County Counsel

Signed by:
By: Marisa Kahn
DF54F5666F6C41A...
Risk Management

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2026.

SANTA BARBARA COTTAGE HOSPITAL

Signed by:
By: Matthew Morgan
Matthew Morgan
Senior Vice President & Chief Financial Officer

Date 6/30/2026

DocuSigned by:
By: Lisa Moore
Lisa Moore
Executive Vice President & COO

6/30/2026

Signed by:
By: Julie Robinson, EdD
Julie Robinson
Director, Graduate Medical Education, DIO

7/11/2026

Tax ID Number: 95-1644629

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR provides and operates an accredited postgraduate Medical Education Program offering training for Residents in Internal Medicine and General Surgery; and COUNTY, through the County Health Department (CHD), provides an ambulatory care setting for these Residents to experience a broad range of clinical care encounters. The Internal Medicine Residents, under supervision from the hospital-assigned Attending Physicians, will also provide Hospitalist services at Santa Barbara Cottage Hospital for CHD patients.

I. DEFINITIONS:

"Attending Physicians" shall be defined as either COUNTY's or CONTRACTOR's staff physicians who shall be responsible for supervising the work of the Residents at either the CHD Clinics or the hospital.

"Clinic" shall be defined as the medical department where patients are given treatment or advice, for example Internal Medicine Clinic, Endocrinology Clinic, etc.

"County patients" shall be defined as patients who are registered and have been treated at one of the County Health Clinics within the past three (3) years.

"Hospital" shall be defined as the Santa Barbara Cottage Hospital.

"IM" shall be defined as Internal Medicine.

"Residents" shall be defined as physicians receiving specialized clinical training in a hospital/ambulatory care facility under the supervision of licensed, teaching physicians and in compliance with the regulations of the Medical Board of California in an approved post-graduate training program.

"R1" shall be defined as a first year Resident Physician

"R2" shall be defined as a second year Resident Physician

"R3" shall be defined as a third year Resident Physician

"R4" shall be defined as a fourth year Resident Physician

"R5" shall be defined as a fifth year Resident Physician

"Session" shall be defined as a four hour block of time during which one or more Residents provide direct outpatient care of County Patients under the supervision of an Attending Physician.

II. CONTRACTOR'S RESPONSIBILITIES:

- A. **Delivery of Medical Services by Residents.** CONTRACTOR will provide ambulatory services to County Patients by assigning up to 28 (twenty-eight) IM Residents and 20 (twenty) General Surgery Residents who will deliver the medical services outlined in this Agreement.

1. **Hospital Services:**

- 1.1 For those County Patients admitted to the Hospital, the Residents will treat and discharge the County Patients for follow-up care to their respective CHD clinic, as appropriate.

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

- 2.1 CONTRACTOR will be responsible for assigning Residents to perform clinic based medical care in COUNTY's Santa Barbara based Walk-In (WIN), IM Continuity, and Specialty clinics. It is estimated that under the Attending Physician's practice, the

Residents will see approximately 1,600 patient visits in Walk-In Clinic 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:

- a. **Ambulatory Training Weeks:** CONTRACTOR will schedule each IM Resident a pre-determined and consistent sequence of ambulatory training weeks over the 52 week academic year. Each resident's ambulatory training week is as noted below. Adjustments in number of weekly clinics will be made upon mutual agreement between CONTRACTOR and COUNTY.
- b. **IM Continuity Clinic:** Up to three (3) IM Residents will be assigned to a maximum of eight sessions per week. CONTRACTOR will provide the schedule to the Health Center Administrator and the Office Supervisor 60 days prior to the date of the clinic.
- c. **Walk In Clinic (WIN):** 1 IM Resident assigned up to 5 (five) half-day sessions per week for up to 52 weeks per year.
- d. Assignments to Internal Medicine Specialty clinics will be made upon mutual agreement between CONTRACTOR and the COUNTY.
- e. 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 COUNTY in consultation with CONTRACTOR may modify IM Continuity Clinic appointment schedules to allow for adequate supervision for eight sessions per week.

2.3 COUNTY may add, delete or modify the frequency of Walk-In and IM Clinics and add, delete, or modify the frequency and type of medical specialty clinics as necessary to meet patient need with advanced notice to CONTRACTOR. Two (2) month notice is the preference, with the understanding that some changes are beyond the County's control and may occur with shorter notice, such as specialty provider notification of schedule change.

2.4 Except in unusual circumstances, CONTRACTOR will provide written notice to COUNTY when the individual schedule for an IM Resident is to be cancelled or rescheduled and 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 48-50 General Surgery clinics per year with additional opportunities for assignment at appropriate Specialty clinics where the Surgical Residents are assigned and scheduled by the CONTRACTOR. (CONTRACTOR will provide the schedule to the Health Center Administrator and Office Supervisor for said clinics 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. 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. **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.

III. COUNTY'S RESPONSIBILITIES:

- A. **Nursing and Ancillary Care Providers.** COUNTY shall provide the Medical Assistants, Administrative clerks, Nursing and Ancillary Care Supervisors, and ancillary services to properly staff the Santa Barbara Health Center where the Residents will conduct their Walk-In, IM Continuity, and Surgery Specialty clinics. COUNTY shall ensure that the clinic facilities are maintained in proper order to conduct appropriate clinical care and procedures. COUNTY will provide an environment that is conducive to proper teaching and supervision.
- B. **Attending Physician(s).**
1. COUNTY will provide Board Certified Attending Physicians in the CHD ambulatory medical and surgical clinics. The Attending Physicians will be COUNTY employees or contractors.
 2. The Attending Surgeon for COUNTY General Surgery Clinic will be the Director of the SBCH Surgery Residency unless a satisfactory contract cannot be secured. The COUNTY reserves the right to contract with another Board Certified General Surgeon on active staff with CONTRACTOR if performance issues arise with the Director of the SBCH Surgery Residency that are irresolvable among the COUNTY, CONTRACTOR and physician. COUNTY will select an Attending Surgeon who is acceptable to CONTRACTOR.
 3. The primary Attending Physician for the COUNTY Internal Medicine Continuity Clinic will be a COUNTY employed Board Certified Internal Medicine physician whose selection is acceptable to the CONTRACTOR and member of the Graduate Medical Education Advisory Committee with CONTRACTOR. COUNTY will assure the schedule permits their participation in the monthly GMEAC meeting.
 4. COUNTY may contract or employ additional, appropriately Board Certified Attending Physicians for Internal Medicine Continuity clinic, Walk-In, Specialty Medical and Surgical clinics, who are acceptable to CONTRACTOR to supplement the primary Attending Physician for IM Continuity Clinic with two (2) weeks advanced notice to CONTRACTOR.
- C. **Patient and Resident Satisfaction.** COUNTY will, from time to time, query the patients to assess their satisfaction with the clinic. COUNTY will also conduct surveys with IM Residents to obtain Resident feedback about the clinic and share this data with CONTRACTOR. COUNTY will seek CONTRACTOR's assistance to forward to COUNTY findings and data results from surveys that are

conducted by CONTRACTOR to evaluate IM Resident practice at the clinics and/or Hospital for COUNTY patients. This data will be combined with other such results to consistently evaluate the program and its outcomes and/or benefits to the community.

- D. **Performance Measures.** COUNTY desires to continually improve patient services including those provided pursuant to this Agreement, therefore, the COUNTY will gather specific measures of Resident performance.
- E. **Quality Improvement.** The COUNTY engages in specific quality improvement activities and projects. As applicable, these will be implemented in the clinics staffed by Residents.
- F. **Resident Evaluation.** The COUNTY will, in cooperation with CONTRACTOR, assess Resident performance and provide that data to CONTRACTOR. If COUNTY or CONTRACTOR determine that a Resident is not meeting the expected standard of performance, each party will inform the other.

IV. GENERAL CONDITIONS:

- A. The Residents will adhere to all CHD Policy/Protocol/Procedures pertaining to Provider Services, Billing, Compliance, Cybersecurity, Clinical Operations, HIPAA Privacy, Provider Orientation and other pertinent manuals. As these are updated regularly, annual trainings will be required to ensure compliance. Because Cottage requires all employees to complete an annual online protected health information training module, Residents with documented completion of CONTRACTOR'S HIPAA Privacy training may substitute CONTRACTOR'S HIPAA Privacy training for the County's version.
- B. CONTRACTOR and COUNTY agree, in good faith, to appropriately staff the clinics to the best of their control with a goal to provide good quality care.
- C. The primary Attending Physician for the COUNTY Internal Medicine Continuity Clinic will serve as the CHD representative on the Graduate Medical Education Advisory Committee.
- D. CONTRACTOR shall ensure that a HIPAA Business Associate Agreement is maintained between COUNTY and the Accreditation Council for Graduate Medical Education (ACGME). COUNTY understands the importance of the ACGME accreditation which CONTRACTOR maintains. COUNTY agrees to cooperate in establishing policies that assist CONTRACTOR with this accreditation and will not modify existing programs/clinics that may jeopardize the accreditation without discussing the change with CONTRACTOR.

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EXHIBIT B

PAYMENT ARRANGEMENTS

July 1, 2026

CONTRACTOR shall pay to COUNTY eighty-eight thousand dollars (\$88,000) per fiscal year, for eight (8) R1 Internal Medicine Residents and four (4) R1 Surgery Residents effective performance period July 1, 2026 to June 30, 2027.

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