

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
MARIAN REGIONAL MEDICAL CENTER
for
OUTPATIENT PROFESSIONAL SERVICES
FOR THE PERIOD OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2028

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Marian Regional Medical Center, a California nonprofit public benefit corporation, having its principal place of business at 1400 E Church St, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY and CONTRACTOR have worked collaboratively to provide outpatient medical services to the uninsured and underinsured patients of Santa Barbara County through the Marian Family Medicine Residency Program;

WHEREAS, Family Medicine 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;

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

1. DESIGNATED REPRESENTATIVE

Paola Hurtado at phone number (805) 681-5252 is the representative of COUNTY and will administer this Agreement for and on behalf of County. Lisa Ryan, MD, Program Director Family Medicine Residency Program at (805) 739-3561 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice (including email) to the other party.

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: Paola Hurtado, Assistant Deputy Director
Santa Barbara County
Public Health Department
300 N. San Antonio Road

Santa Barbara, CA 93110
FAX: 805-681-5200

To Contractor: Lisa Ryan, MD, Program Director Family Medicine Residency Program
Pacific Central Coast Health Centers
235 S Palisade Drive
Santa Maria, CA 93454-5906

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.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on October 1, 2023 and shall continue in full force and effect for five (5) years, terminating on September 30, 2028 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR'S services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession are engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person

practicing in CONTRACTOR'S profession. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that to the best of its knowledge CONTRACTOR, its employees, and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not knowingly contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY'S name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY'S name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY'S property, documents, and information provided for CONTRACTOR'S use in connection with the services shall remain COUNTY'S property, and CONTRACTOR, at its option, shall return or destroy any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY'S prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR and its employee Residents against any claim, lawsuit or judgment arising out of Residents providing medical services in any of COUNTY's clinics as contemplated by this Agreement. CONTRACTOR agrees to defend, indemnify, and hold harmless COUNTY against any claim, lawsuit or judgment arising out of Residents providing medical services at Marian Regional Medical Center as contemplated by this Agreement.

COUNTY and CONTRACTOR shall each carry professional liability insurance in an amount not less than \$1 million per occurrence and \$3 million aggregate, or provide and maintain a self-insurance program funded to meet these minimum limits. Insurance is against professional errors and omissions (malpractice) in providing services under the terms of this Agreement and for the protection of the interests and property of COUNTY and CONTRACTOR, and their respective employees and agents. CONTRACTOR shall also ensure that each Resident is insured under an automobile liability policy while in the course and scope of their respective duties under this and that CONTRACTOR carries appropriate Workers' Compensation insurance for each Resident.

16. **NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. **NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

COUNTY or CONTRACTOR may, by written notice to each other, terminate this Agreement in whole or in part at any time with one hundred eighty days (180 days) notice. Upon termination, each party shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, excepting medical records. Each party shall maintain possession of medical records produced in their respective facilities.

1. **For Convenience.** Either party may terminate this Agreement upon one hundred eighty (180) days written notice.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation.
4. The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice

period, this Agreement shall terminate upon completion of the thirty (30) days notice period at the option of the noticing party, notwithstanding any other provision of this Agreement.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY or CONTRACTOR to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY or CONTRACTOR shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or CONTRACTOR, as the case may be.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns

27. COMPLIANCE WITH LAW

Each Party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement that are applicable to a Party's performance under this Agreement. The judgment of any court of competent jurisdiction, or the admission of a Party in any action or proceeding against the other Party, whether a Party is a party thereto or not, that such Party has violated any such ordinance or statute, shall be conclusive of that fact as between the Parties.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement 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.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Agreement such as the Designated Representative, CONTRACTOR'S address for purposes of Notice, or other clerical error correction which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized by Public Health Director, or designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on October 1, 2023.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila Chabwena
Deputy Clerk

COUNTY OF SANTA BARBARA:

Das Williams

By: Das Williams
Chair, Board of Supervisors

Date: 11-7-23

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
Public Health Department

By: Mouhanad Hammami
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Robert W. Eis IV
Auditor-Controller

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Rachel Van Mullem
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: Gregory Milligan
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on October 1, 2023.

Marian Regional Medical Center

DocuSigned by:
Sue Andersen
By: _____
27316125E85A40C
Sue Andersen, CEO

Date 10/27/2023

DocuSigned by:
Chuck Merrill
By: _____
F7FC316ED88F4A8...
Dr. Chuck Merrill, CMO, DIO

Tax ID Number: 941,196,203.00

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR provides and operates an accredited postgraduate Medical Education Program offering training for Residents in Family Medicine; and COUNTY, through the Public Health Department (PHD), provides an ambulatory care setting for these Residents to experience a broad range of clinical care encounters. The Program Letter of Agreement Between Sponsoring Institution and Participating Site serves as the Statement of Work for this Agreement as included below and incorporated by this reference.

PROGRAM LETTER OF AGREEMENT BETWEEN SPONSORING INSTITUTION AND PARTICIPATING SITE

This Program Letter of Agreement ("PLA") is between Marian Regional Medical Center ("Sponsoring Institution") and its residency program, and Lompoc Health Care Center ("Participating Site") who is involved in onsite resident education in the Family Medicine [PGY-2 & 3] program ("Program").

This Program Letter of Agreement is effective from July 30, 2023, and will remain in effect for five (5) years ("Term") or until updated, modified, or terminated by the residency program and the participating site.

- 1. Persons Responsible for Education and Supervision
 - a. Program Director for Sponsoring Institution: Christine Ragay-Cathers, DO ("Program Director")
 - b. Site Director for Participating Site: Andrew Frerking, DO ("Site Director")
 - c. Other Participating Site faculty members by position title: Andrew Frerking, DO

The above mentioned faculty members are responsible for the education and supervision of the residents while rotating at the Participating Site.

2. Responsibilities

The faculty members at the Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the Accreditation Council for Graduate Medical Education ("ACGME") competency areas. The faculty members must evaluate resident performance in a timely manner during each rotation or similar educational experience, and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to the ACGME Program Requirements for Graduate Medical Education in the specialty and/or subspecialty as specified in the Resident Handbook and/or includes the goals and objectives as follows:

Obtain experiences with different clinics and other community health opportunities with underserved patients and populations, caring for patients who may be uninsured, homeless, have socio economic difficulties, ethnic minorities, veterans, LGBTQ+, low health literacy, unemployed, among many other barriers to health.

In cooperation with the Program Director, the Site Director, and the members of the faculty at the Participating Site are responsible for the day-to-day activities of the residents to ensure the outlined goals and objectives are met during the course of the educational experiences at the Participating Site.

The duration of the educational experience at Participating Site is four (4) weeks, for four (4) half days per week, unless otherwise agreed upon by written correspondence between the parties to meet periodically updated ACGME residency requirements.

4. Policies and Procedures that Govern Resident Education

Residents will be under the general direction of the Sponsoring Institution's Program policies and procedures and the Participating Site's policies for the Program.

<u>Sponsoring Institution</u>		<u>Participating Site</u>	
_____	Date _____	_____	Date _____
Program Director Signature		Site Director Signature	
_____	Date _____	_____	Date _____
Designated Institutional Official Signature		Designated Institutional Official Signature	

CommonSpirit Health Legal Team
Approved Self-Service Template
PM # []
v1 7/20/2023 2:03 PM

EXHIBIT B

PAYMENT ARRANGEMENTS

October 1, 2023

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

(This space intentionally left blank.)