

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
HOSPITALIST AND OUTPATIENT PROFESSIONAL SERVICES
FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2022

FIRST AMENDMENT
Effective July 1, 2020

THIS IS THE FIRST AMENDMENT AGREEMENT (hereafter referred to as First 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, 2022;

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 relationship and from the opportunity to receive medical care from recently graduated medical students who have learned current perspectives and techniques in medicine; and,

WHEREAS, CONTRACTOR has requested to expand the number of Internal Medicine Residents beyond the maximum allowed in the Agreement.

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

Definitions. Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

Amendments. The Parties agree EXHIBIT A, STATEMENT OF WORK, Section II CONTRACTOR'S RESPONSIBILITIES, Subsection A, and Subsections 2.1 and 2.2 are deleted and replaced in entirety with:

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 32 (thirty-two) IM Residents in 2020, up to 34 (thirty-four) IM Residents in 2021, up to 35 (thirty-five) IM Residents in 2022, and 18 (eighteen) General Surgery Residents in 2020 and 20 (twenty) in 2021 and 2022. who will deliver the medical services outlined in this Agreement.

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), Same Day IM (SDIM), IM Continuity, and Specialty clinics. It is estimated that under the Attending Physician's practice, the Residents will see approximately 2000 patient visits in Walk-in and approximately 3500 patient visits in the IM Clinic each year. The Residents will be assigned to the following clinics with these specific scheduling parameters:

- a. **Same Day IM (SDIM):** One (1) IM Resident will be assigned to this clinic Wednesday 1:00pm - 5:00pm and Friday 8:00am -12:00pm, the clinic is open for a total of 2 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 IM clinic 30 days prior to the clinic.)
- b. **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 3 morning sessions. Each resident will have up to 35 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.
- c. **Walk In Clinic (WIN):** 1 IM Resident assigned up to 5 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 and the needs of the County of Santa Barbara.

2.2 COUNTY in consultation with CONTRACTOR may modify IM Continuity Clinic appointment schedules to allow for adequate supervision. County may cancel IM Continuity Clinic and Walk-in Clinic sessions in the event no Attending Physician is available for supervision.

Ratifications. 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, except 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.

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

(Signatures on following pages.)

First 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 First Amendment to be effective July 1, 2020.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: *Gregg Hart*
Chair, Board of Supervisors

Date: 9-1-20

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: *Van Do-Reynoso*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *C. Schaffer*
Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: *Susan McKenzie*
Susan McKenzie (Aug 19, 2020 12:24 PDT)
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: *Ray Stanford*
Risk Management

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, 2020.

SANTA BARBARA COTTAGE HOSPITAL

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

Date 8.13.2020

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

By: 
Andrew Gersoff, MD, Designated Institutional Official for Graduate Medical Education

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