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MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY, DBA CENCAL HEALTH ("CENCAL HEALTH") AND THE SANTA BARBARA COUNTY HEALTH DEPARTMENT ("FACILITY") REGARDING THE FACILITY'S CONTINUING COMMITMENT TO OFFER A DIABETIC RETINOPATHY SCREENING PROGRAM AT THE FRANKLIN HEALTH CARE CENTER

This Memorandum of Understanding ("MOU") is entered into between CenCal Health and Facility to formalize the Facility's commitment to offer its Diabetic Retinopathy Screening Program to provide much needed retinal screening services to persons with diabetes in Santa Barbara, which includes Medi-Cal members of CenCal Health. CenCal Health and Facility may be referred to herein as "Party" or "Parties". This MOU is effective as of the date of the last signature affixed below. ("Effective Date")

RECITALS

WHEREAS, CenCal Health is contracted with the State of California to arrange for Medi-Cal Covered services to CenCal Health members in Santa Barbara County and San Luis Obispo County under the County Organized Health System Model.

WHEREAS, Facility is soliciting CenCal Health via the attached May 29, 2025, letter (Exhibit A) for $12,000 to expand its Diabetic Retinopathy Screening Program to Santa Barbara, to be based at the Franklin Health Care Center located at 1136 E Montecito St.

WHEREAS, CenCal Health and Facility share the common goal of improving quality of care to advance health equity of Medi-Cal members of CenCal Health in Santa Barbara County and San Luis Obispo County.

WHEREAS, CenCal Health and the Facility are parties to a separate provider agreement under which the Facility delivers primary care services to CenCal Health members;

NOW THEREFORE, CenCal Health and Facility enter into this MOU to formalize CenCal Health's financial support of the Facility's implementation of a Diabetic Retinopathy Screening Program in Santa Barbara.

1. CenCal Health's Financial Support

Based on Facility's 2025 estimate that there are currently 1131 patients including but not limited to CenCal Health members across the three South County sites(Franklin, Santa Barbara, and Carpinteria Health Care Centers) who meet the criteria for retinopathy screening, CenCal Health will provide financial support in the amount of $12,000 to the Facility to use for the purchase of an EyePACs retinal screening camera.

2. Facility's Commitment

Facility shall conduct at least 180 examinations during the MOU term period of 365 days from the Effective Date at its Franklin Health Care Center location.

Facility shall maintain the equipment in accordance with manufacturer guidelines.

Facility shall ensure compliance with all applicable clinical standards, regulatory requirements, and CenCal Health claims reporting obligations related to Diabetic Retinopathy Screening.

Facility agrees to perform Diabetic Retinopathy Screening, and appropriate follow-up when indicated, in accordance with the American Diabetes Association (ADA) "Standards of Care in Diabetes- 2025" recommendations for retinopathy screening.

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Facility agrees to perform fundus photography for eligible members at the ADA recommended frequency, and document in the medical record the date the fundus photography was performed, evidence that an eye care professional reviewed the digital images, the diagnostic results of the screening, or the digital images were read and results provided by a qualified reading center under the direction of a retinal specialist, or by a system that provides an artificial intelligence interpretation.

If this MOU or the provider agreement between the Parties is terminated by either Party during the 365 days after the Effective Date of this MOU, the Facility shall reimburse CenCal Health for the prorated residual value of the equipment provided under this MOU. The prorated residual value of the equipment shall be calculated as $12,000, multiplied by the residual days remaining according to the Term of this MOU, divided by 365 days.

Reimbursement of any residual value shall be due within sixty (60) calendar days of the termination date of either the MOU or Provider Agreement, whichever is earlier in time. No residual value is owed to CenCal Health if either party terminates the MOU or the Provider Agreement after the 12-month (365-day) term of this MOU expires.

3. Notice

Unless otherwise expressly stated, all notices required or permitted under this MOU shall be in writing and delivered either in person or by certified U.S. mail, postage prepaid, to the following addresses:

To Facility:

Attention: Paola Hurtado
Division Chief of Primary Care and Family Health
300 N San Antonio Rd
Santa Barbara, CA 93110

PHurtado@sbcphd.org

To CenCal Health:

Attention: Lauren Geeb, MBA, Director, Quality and Population Health
CenCal Health
4050 Calle Real
Santa Barbara, CA 93110
lgeeb@cencalhealth.org

4. Applicable Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of California. Any legal action, arbitration, or proceeding arising from or relating to this MOU shall be brought exclusively in Santa Barbara County or in the United States District Court for the Central District of California, as applicable.

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5. Public Entity Acknowledgment

The Provider acknowledges that CenCal Health is a public entity established by the California Legislature for the administration of Medi-Cal benefits. As such, documents and communications related to this MOU may be subject to public access laws, including the California Public Records Act and the Ralph M. Brown Act. The Provider agrees to cooperate with CenCal Health as necessary to support compliance with these requirements.

6. Government Claims Act

All disputes arising out of or related to this MOU shall be subject to the California Government Claims Act (Government Code § 905 et seq.). Any litigation or arbitration must be initiated within one (1) year of the date the dispute arose, was discovered, or reasonably should have been discovered. Failure to initiate within this timeframe shall constitute a waiver of the claim.

7. Term and Termination

This MOU shall be effective for a term of three hundred sixty-five (365) days from the Effective Date. Either Party may terminate this MOU at any time during the term by providing no less than thirty (30) calendar days prior written notice to the other Party.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **CenCal Health.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on date executed by County.

ATTEST:

Mona Miyasato

County Executive Officer

Clerk of the Board

By: Sheila dla Guerra

Deputy Clerk

COUNTY OF SANTA BARBARA:

Laura Capps

By:

Chair, Board of Supervisors

Date: 10-7-25

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director

County Health Department

By: Signed by: Mouhanad Hammami CD0E0674C89245C...

Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA

Auditor-Controller

By: Signed by: James E Munro CB672701EA6345C...

Deputy

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

By: Signed by: Lindy Giacopuzzi Roth B881EBAD8CD446F...

Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM

Risk Manager

By: DocuSigned by: Gregory Milligan 05F555F00269466...

Risk Management

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on date executed by County

CenCal Health

By: Signed by: Kashina Bishop C43FBBB95FC3407...
Authorized Representative

Name: Kashina Bishop

Title: CFO