

AGREEMENT FOR SERVICES
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HEALTH SYSTEM
for
DESIGNATION AS A LEVEL II TRAUMA CENTER

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 Santa Barbara Cottage Health System having a principal place of business at Pueblo and Bath, Santa Barbara, California (hereafter HOSPITAL) wherein the parties agree to provide and accept the services specified herein.

WHEREAS, Division 2.5, Section 1798.165, of the Health and Safety Code, gives the COUNTY Emergency Medical Services Agency the authority to designate trauma centers as part of their trauma care system pursuant to the regulations promulgated by the State EMS Authority; and

WHEREAS, California state law requires that all designated trauma centers shall have a written agreement with the local county emergency medical services agency in concurrence with the California Code of Regulations, Title 22 Social Security, Division 9; Prehospital Emergency Medical Services, Chapter 7; and Trauma Care Systems, Article 2-5; and

WHEREAS, in compliance with the above referenced statutes, the COUNTY Emergency Medical Services (EMS) Agency developed standards to ensure that patients transported by the 911 system in Santa Barbara County who meet trauma criteria are transported to a hospital appropriate to their needs. With the initiation of pre-hospital trauma triage and treatment protocol by paramedics and rapid transport to a Trauma Center meeting the requirements established in the Health & Safety Code for treatment of trauma patients, patients will receive earlier definitive diagnosis and treatment resulting in improved outcomes; and

WHEREAS, on June 26, 2001, HOSPITAL, with approval of COUNTY, began providing Level II Trauma Center services as required for designation as a Level II Trauma Center and now wishes to continue such designation and enter into a new written contract agreement with COUNTY; and

WHEREAS, HOSPITAL is designated a Level II Trauma Center by Santa Barbara County EMS Agency and HOSPITAL has been found by COUNTY to have in place all the requirements as stated in the California Code of Regulations Title 22, Division 9, Chapter 7, Trauma Care Systems and is actively providing the level of care required for designation as a Level II Trauma Center; and

WHEREAS, HOSPITAL has committed resources to meet these standards and by entering into this written agreement HOSPITAL will be authorized to continue to receive emergency ambulance patients, and patients meeting trauma criteria from other facilities.

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

1. **DESIGNATED REPRESENTATIVE.** The Director of the EMS Agency at phone number (805) 681-5264 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Executive Vice President and Chief Operating Officer of Santa Barbara Cottage Hospital at

phone number (805) 569-7290 is the authorized representative for HOSPITAL. Changes in designated representatives shall be made only after advance written notice 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 first class mail, postage prepaid, delivered as follows:

To COUNTY: Nancy Lapolla, MPH
Director, EMS Agency
300 N. San Antonio Road
Santa Barbara, CA 93110

To HOSPITAL: Steven A. Fellows
Executive Vice President & COO
Cottage Health System
Pueblo and Bath
P.O. Box 689
Santa Barbara, CA 93102-0689

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** HOSPITAL and COUNTY agree to coordinate in the delivery of trauma services to ensure that the highest quality of care is provided to those in need of care. To maintain its designation as a Trauma Center, which qualifies HOSPITAL to receive emergency patients through the 911 system, HOSPITAL agrees to accept the responsibilities set forth in Exhibit A.

4. **TERM.** The term of this Agreement shall be for the period July 1, 2011 through June 30, 2015, unless cancelled earlier by either party pursuant to Section 14 of this Agreement.

5. **FEES.** HOSPITAL agrees to pay COUNTY in accordance with the terms set forth in Exhibit B of this Agreement for services provided by COUNTY for maintaining the Trauma Program and ensuring HOSPITAL is compliant in meeting all required trauma regulations to maintain Trauma Center designation.

6. **INDEPENDENT ENTITIES.** HOSPITAL and COUNTY acknowledge they are independent entities and that each shall perform all of its services under this Agreement as an independent entity and not as an employee of the other. HOSPITAL understands and acknowledges that neither HOSPITAL nor its employees shall 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.

7. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder, the California Confidentiality of Medical Information Act (Civil Code §§ 56 to 56.37), the Lanterman-Petris-Short Act, The Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2.

8. **CONFIDENTIALITY.** HOSPITAL and COUNTY agree that information concerning patients shall be kept confidential and shall not be disclosed to any person except as authorized by law. HOSPITAL does not waive its right pursuant to Evidence Code, Sections 1157.1 et. seq. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of the Agreement. COUNTY agrees that any patient specific medical information submitted to it by HOSPITAL shall be maintained in confidence in accordance with applicable privacy and confidentiality laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder, the California Confidentiality of Medical Information Act (Civil Code §§ 56 to 56.37), the Lanterman-Petris-Short Act, The Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2. Further, COUNTY agrees it will use all reasonable diligence to prevent disclosure except to its necessary personnel. This obligation shall exclude material or information that is in the public domain for public use, publication, and general knowledge or the like.

To the extent required and permitted by law and on receipt of reasonable prior notice from COUNTY, HOSPITAL shall permit COUNTY to inspect and make copies of medical records of patients served hereunder.

9. **MUTUAL INDEMNIFICATION.** HOSPITAL shall, at its expense, indemnify, defend, and hold harmless COUNTY, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of HOSPITAL, its officers, employees, agents, or contractors, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees or agents. COUNTY shall promptly give HOSPITAL notice of such claim.

COUNTY shall, at its expense, indemnify, defend, and hold harmless HOSPITAL, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of COUNTY, its officers, employees, agents, or contractors, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents. HOSPITAL shall promptly give COUNTY notice of such claim.

10. **INSURANCE.** It is understood and agreed that HOSPITAL and COUNTY maintain insurance (self or group) programs to fund their respective liabilities, including without limitation professional, general and motor vehicle liability and workers' compensation insurance. A certificate of insurance, together with evidence of payment of premiums, shall be delivered to the other party at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

HOSPITAL will ensure that it carries a minimum professional and general liability insurance policy in the amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a three (3) year extended reporting period. COUNTY will be considered an additional insured on the HOSPITAL's general liability policy.

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(\$3,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a three (3) year extended reporting period. HOSPITAL will be considered an additional insured on the COUNTY's general liability policy.

11. **NONDISCRIMINATION.** COUNTY hereby notifies HOSPITAL 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 HOSPITAL agrees to comply with said ordinance.

12. **NONEXCLUSIVE AGREEMENT.** HOSPITAL 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 HOSPITAL as the COUNTY desires.

13. **ASSIGNMENT.** HOSPITAL shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

14. **TERMINATION.**

A. **TERMINATION 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. A material breach by either party may include failing to comply with the duties and responsibilities set forth in Exhibit A of this Agreement.

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, the parties shall 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, and 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.

B. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party without cause upon ninety (90) days' advance written notice to the other party. In the event that the COUNTY terminates this Agreement without cause, COUNTY shall return to HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for that year. The services payment is not otherwise refundable in whole or in part.

15. **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.

16. **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.

17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY 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 shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

18. **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. This Agreement supersedes the prior written Agreement entered into between COUNTY and HOSPITAL for Trauma Center designation.

19. **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.

20. **CALIFORNIA LAW.** 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.

21. **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.

22. **AUTHORITY.** All 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(ies), 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, HOSPITAL hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which HOSPITAL is obligated, which breach would have a material effect hereon.

23. **ATTORNEYS' FEES.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in any such action or proceeding.

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Agreement for Services between the COUNTY OF SANTA BARBARA and SANTA BARBARA COTTAGE HOSPITAL, LEVEL II TRAUMA CENTER

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon the date authorized by the Santa Barbara County Board of Supervisors.

COUNTY OF SANTA BARBARA

By: Joni Hagy
Chair, Board of Supervisors

Date: 5-17-11

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: Russ Baker
Deputy

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

By: Celeste E. Andersen
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: Joni Hagy
Auditor-Controller Deputy

TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: Michelle Michewitz
for PHD Director

APPROVED AS TO FORM
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: Ray Aromatorio
Risk Manager

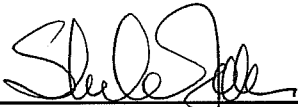
NANCY LAPOLLA, MPH
DIRECTOR
EMS AGENCY

By: Nancy Lapolla
EMS Agency Director

Agreement for Services between the COUNTY OF SANTA BARBARA and SANTA BARBARA COTTAGE HOSPITAL, LEVEL II TRAUMA CENTER

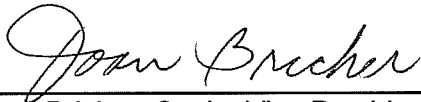
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon the date authorized by the Santa Barbara County Board of Supervisors.

SANTA BARBARA COTTAGE HEALTH SYSTEM



Steven A. Fellows
Executive Vice President & COO
Cottage Health System

Date: 5-2-11



Joan Bricher, Senior Vice President & CFO
Cottage Health System

Date: 5-4-2011



Edmund Wroblewski, MD
Vice President for Medical Affairs & CMO
Cottage Health System

Date: 5/4/11

EXHIBIT A
STATEMENT OF WORK

HOSPITAL and COUNTY will perform all services in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 7, all other sections of California law and regulations that pertain to Trauma Systems, and COUNTY Emergency Medical Services Trauma System policies and procedures.

HOSPITAL will provide payment to COUNTY as identified in Exhibit B to support COUNTY in its responsibilities under this Agreement which include: designating and providing an EMS Director, an EMS Medical Director, an EMS Trauma Nurse Coordinator as well as the infrastructure and overhead costs associated with the operation(s) of the COUNTY Trauma System.

HOSPITAL and COUNTY agree to assume responsibility for services as follows:

A. COUNTY RESPONSIBILITIES:

1. Provide a part-time Trauma Nurse Coordinator
2. Allocate EMS Director's time to support COUNTY trauma services.
3. Allocate EMS Medical Director's time to support COUNTY trauma services
4. Maintain the EMS Agency Policy & Procedure Manual to ensure a coordinated trauma system and provide opportunity for HOSPITAL to participate in review/evaluation process related to trauma patients, prior to implementation and updates to all EMS stakeholders on new or amended policies.
5. Provide an updated Trauma System Plan annually to the State Emergency Medical Services Authority according to current regulations and provide an opportunity for HOSPITAL to review and provide feedback through a committee process on changes in Plan.
6. Develop and maintain a Trauma Registry Data Collection System, pursuant to California Code of Regulations; Title 22, Division 9, Chapter 7, for the purpose of evaluating and monitoring its trauma care system, and submit trauma registry data to the State Emergency Medical Services authority in accordance with State data requirements for inclusion in the State Trauma Database System.
7. Identify trauma data collection standards for non-trauma center hospitals and provide access to a trauma registry system for data input.
8. Monitor and review annually this Agreement to ensure all regulatory requirements are met and the system participants are compliant with state statute and regulations and COUNTY EMS Agency policies and procedures.
9. Maintain active participation on Regional and State Trauma Committees.
10. Provide opportunity for HOSPITAL representation on COUNTY and Regional Trauma Committees, including, but not limited to: the Emergency Medical Advisory Committee, Regional Trauma Coordinating Committee, and Trauma Audit Committee.
11. Maintain a countywide radio repeater system for Advance Life Support (ALS) communication with Trauma Center.
12. Maintain mutual aid agreements with neighboring EMS agencies to enhance trauma transfer between jurisdictions.

13. Participate in a consultant capacity to assist HOSPITAL in carrying out the terms, conditions, and the intent of this Agreement.
14. Establish and maintain a Trauma Quality Improvement Committee, provide data to participating hospitals and ensure industry standards are utilized to benchmark the success of the trauma system.
15. Establish agreements with air ambulance service providers to ensure readily available critical care transport services are available to transfer critical patients to referral hospitals for burn, pediatric trauma and reimplantation services.
16. Optimize the overall effectiveness of the Trauma System and its individual components through the development of performance measures for each component and for the trauma function (both process and outcome measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.
17. Encourage collaboration of injury prevention programs within and outside jurisdiction to reduce traumatic injuries and deaths.
18. Develop trauma training requirements for pre-hospital EMS personnel.
19. Develop policies and procedures for the distribution and utilization of penalty assessment (Maddy, Pediatric "Richie" Fund) funding for pediatric trauma care according to State law.
20. In the event HOSPITAL doesn't maintain American College of Surgeons (ACS) verification standards of a Level II Trauma Center, the COUNTY will conduct a site review to ensure compliance with the California Code of Regulations, Title 22, Division 9, Chapter 7 and all other sections of California law and regulations that pertain to Level II Trauma Center designation.
21. COUNTY, through a review process outlined in the EMS Trauma System Plan and EMS Agency policies, shall provide the trauma level designation and on-going monitoring of HOSPITAL performance based on the criteria as defined in Title 22, Division 9, Chapter 7, Article 3, §100259. <http://www.emsa.ca.gov/laws/files/regs7.pdf>

B. HOSPITAL RESPONSIBILITIES:

1. Provide and operate a Level II Trauma Center for all medical services to trauma patients, twenty-four (24) hours per day, three hundred sixty five (365) days per year with no exception; and be available to promptly accept transfer of patients when medically indicated.
2. Maintain, for the duration of the Agreement, a license to operate as an acute care hospital.
3. Maintain compliance with all provisions of the trauma regulations (California Code of Regulations, Title 22, Division 9, Chapter 7).
4. HOSPITAL intends to maintain continuous verification by the ACS as a Level I or II Trauma Center with notification to COUNTY if non-verification shall exceed a period of greater than six (6) months which shall trigger a review of Trauma Center status by COUNTY EMS Agency. HOSPITAL will include COUNTY in ACS closing interview and provide a written copy of the findings by the ACS verification site review.
5. Provide appropriate medical staff and services required by HOSPITAL hereunder, regardless of the trauma patient's ability to pay physicians' or other fees.

6. Participate as a member on COUNTY trauma committees, to evaluate and report on the necessity, quality, and level of trauma care services.
7. Maintain designation as a Santa Barbara EMS Base Hospital.
8. Comply with all relevant Base Hospital and/or Trauma Center EMS Agency Policies and Procedures.
9. Provide appropriate Base Hospital medical direction and control to advanced life support field providers for trauma patients, in accordance with COUNTY policies, procedures and protocols.
10. Notify COUNTY immediately of any inability to fulfill requirements set out in this Agreement.
11. Make clinical rotations available for ongoing training of prehospital personnel (EMTs, paramedics, flight nurses, and critical care nurses), as requested by the EMS Medical Director as part of the EMS Quality Improvement Program.

EXHIBIT B

PAYMENT ARRANGEMENTS

HOSPITAL shall pay to COUNTY \$125,000 upon execution of this Agreement or July 15th, 2011 whichever occurs later for the period July 1, 2011 through June 30, 2015.

Annually thereafter, on July 15, HOSPITAL shall pay to COUNTY, \$125,000 as the annual service charge for this term of this Agreement.

Payments must be received annually as follows:

Period	Payment Due Date	Amount Due
July 1, 2011 – June 30, 2012	July 15, 2011	\$125,000.00
July 1, 2012 – June 30, 2013	July 15, 2012	\$125,000.00
July 1, 2013 – June 30, 2014	July 15, 2013	\$125,000.00
July 1, 2014 – June 30, 2015	July 15, 2014	\$125,000.00