

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**SANTA BARBARA COTTAGE HOSPITAL**  
for  
**PEDIATRIC TRAUMA CARE “RICHIE” FUND DISTRIBUTIONS**

**THIS AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** (hereafter referred to as 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 Hospital, a California nonprofit public benefit corporation, with an address at 400 West Pueblo Street, Santa Barbara, CA 93105-4353 (hereafter HOSPITAL), wherein HOSPITAL agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, The State of California adopted Senate Bill No. 1773 that amended Section 76000.5 of the Government Code and Section 1797.98a of the Health and Safety Code relating to county penalties; and

**WHEREAS**, Senate Bill SB 1236, Padilla, extended all provisions of Senate Bill No. 1773 and established a mechanism to collect fines and forfeitures in California as part of the Emergency Medical Services Maddy Fund and required the establishment of a Pediatric Trauma Fund using a portion of the money collected.

**WHEREAS**, The Pediatric Trauma Fund, known as the “Richie” Fund, is to be used to support pediatric trauma care by increasing access to, and coordination of, pediatric trauma care services (California Health & Safety Code 1797.98a(e)); and,

**WHEREAS**, HOSPITAL is the only designated Level I Pediatric Trauma Center in the County and is eligible to receive Richie funds in support of pediatric trauma services throughout Santa Barbara County in accordance with Exhibit A of this Agreement; and

**WHEREAS**, HOSPITAL represents that it is licensed, specially trained, skilled, experienced, and competent to perform the special pediatric trauma care services required by COUNTY, and COUNTY desires to retain the services of HOSPITAL pursuant to the terms, covenants, and conditions herein set forth.

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

**1. DESIGNATED REPRESENTATIVE**

The Director of the Emergency Medical Services (EMS) Agency at phone number (805) 681-5274 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 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 personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Nicholas Clay, Director  
Emergency Medical Services Agency  
300 North San Antonio Road  
Santa Barbara, CA 93110

To HOSPITAL:

Lisa Moore, Executive Vice-President & Chief Operating Officer  
Santa Barbara Cottage Hospital  
400 West Pueblo Street  
Santa Barbara, CA 93105

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**

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

## **4. TERM**

HOSPITAL shall commence performance on July 1, 2023, and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated.

## **5. COMPENSATION OF CONTRACTOR**

In full consideration for HOSPITAL's services, HOSPITAL shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which shall be delivered to the address given in Section 2 NOTICES, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from COUNTY's receipt of the applicable invoice. Funding to HOSPITAL is subject to availability of funding through the Maddy program.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that HOSPITAL (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 HOSPITAL shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that HOSPITAL is performing its obligations in accordance with the terms and conditions hereof. HOSPITAL 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. HOSPITAL shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, HOSPITAL shall be solely responsible and save COUNTY harmless from all matters relating to payment of HOSPITAL'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, HOSPITAL may be providing services to others unrelated to COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

HOSPITAL represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, HOSPITAL shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which HOSPITAL is engaged. Permits and/or licenses shall be obtained and maintained by HOSPITAL without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

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

#### **9. TAXES**

HOSPITAL 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 HOSPITAL's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, HOSPITAL agrees to promptly reimburse COUNTY for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

HOSPITAL covenants that HOSPITAL 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. HOSPITAL further covenants that in the performance of this Agreement, no person having any such interest shall be employed by HOSPITAL. HOSPITAL must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by HOSPITAL if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to HOSPITAL in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

HOSPITAL shall be the legal owner of the following items directly developed and arising from its performance under 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. COUNTY shall not release any of such items to other parties except after prior written approval of HOSPITAL provided, however, COUNTY may release such items to other governmental entities which are using Richie funds to support pediatric trauma services in their communities.

HOSPITAL shall be the legal owner and Custodian of Records for all client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including, but not limited to, Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HOSPITAL shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. HOSPITAL further agrees to provide COUNTY with copies of all COUNTY client file documents resulting from this Agreement without requiring any further written release of information, to the extent permitted by applicable law. Within HIPAA guidelines, COUNTY shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use, in whole or in part, any reports, data, documents, or other materials prepared under this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

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

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

## **13. COUNTY & HOSPITAL PROPERTY AND INFORMATION**

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

All of HOSPITAL's property, documents, and information provided for COUNTY's use in connection with the services shall remain HOSPITAL's property, and COUNTY shall return any such items whenever requested by HOSPITAL and whenever required according to the Termination section of this Agreement. COUNTY shall not disseminate any HOSPITAL property, documents, or information without HOSPITAL's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

HOSPITAL shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of HOSPITAL'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 HOSPITAL's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), HOSPITAL shall be subject to the examination and audit of the California State Auditor, at the request of COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). HOSPITAL 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, HOSPITAL 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, HOSPITAL 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**

HOSPITAL agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. 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.

#### **17. 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.

#### **18. NON-ASSIGNMENT**

HOSPITAL 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**

A. **By COUNTY.** COUNTY may, by written notice to HOSPITAL, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of HOSPITAL to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, HOSPITAL shall, as

directed by COUNTY, wind down and cease its provision of services for COUNTY under this Agreement as quickly and efficiently as reasonably possible, without performing unnecessary services or activities for COUNTY and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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 HOSPITAL 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.** Should HOSPITAL default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice if such failure is not remedied by HOSPITAL within thirty (30) days of written notice of the failure. If the failure is not remedied within the time specified, HOSPITAL shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by HOSPITAL, unless the notice directs otherwise.

B. By HOSPITAL. Should COUNTY fail to pay HOSPITAL all or any part of the payment set forth in EXHIBIT B, HOSPITAL may, at HOSPITAL's sole option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

C. Upon termination, COUNTY shall pay HOSPITAL for satisfactory services performed to the date of termination, to include a prorated amount of compensation due hereunder, less payments, if any, previously made. In no event shall HOSPITAL be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. HOSPITAL shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by HOSPITAL. In the event of a dispute as to the reasonable value of the services rendered by HOSPITAL, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **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 a party hereunder 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 either party 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 a party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of such party.

## **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 its 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**

Subject to Section 18 Non-Assignment, above, 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 and its successors and permitted 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. The judgment of any court of competent jurisdiction, or the admission of a party in any action or proceeding against such party, whether the other 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 HOSPITAL and COUNTY.

## **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. Electronic signatures complying with California's Uniform Electronic Transactions Act, Cal. Civ. Code section 1633.1 et seq., or other applicable law, will be deemed original signatures. A copy of this Agreement bearing the signature of a party that is transmitted by email, facsimile, or other means of electronic transmission (including as a .pdf file) shall constitute an enforceable original document for all purposes.

### **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(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.

### **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.

*[This area intentionally left blank. Signatures appear on following page.]*



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, 2023.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila McGee  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Das Williams

By: [Signature]  
Chair, Board of Supervisors  
Date: 6-27-23

**RECOMMENDED FOR APPROVAL:**

Mouhanad Hammami, Director  
Public Health Department

By: [Signature]  
52B22B64C76B4FC...  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaeffer  
Auditor-Controller

By: [Signature]  
D25D19E2AF094BF...  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: [Signature]  
2DC569DD4D094B4...  
Deputy County Counsel

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Manager

By: [Signature]  
05F555F00269468...  
Risk Management

**APPROVED AS TO FORM:**


Nicholas Clay  
EMS Agency, Director

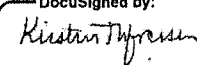
By: [Signature]  
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EMS Agency Director

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, 2023.

**CONTRACTOR:**  
SANTA BARBARA COTTAGE HOSPITAL

By:  DocuSigned by:  
Authorized Representative  
Name: Laura Canfield  
Title: Vice President, Patient Care Services and Chief Nursing Officer

By:  DocuSigned by:  
Authorized Representative  
Name: Kristin Tufvesson  
Title: Senior Vice President and Chief Financial Officer

## **EXHIBIT A STATEMENT OF WORK**

HOSPITAL shall provide services to accomplish the Goals and Objectives set forth in EXHIBIT A-1, incorporated herein and attached hereto.

HOSPITAL SHALL:

- I. Provide Injury Prevention activities to benefit pediatric patients in Santa Barbara County;
- II. Purchase and supply for HOSPITAL departments, prehospital EMS providers who care for pediatric trauma patients in Santa Barbara County, North County community organizations and families within Santa Barbara County, and Marian Regional Medical Center (MRMC), pediatric specific medical equipment that will benefit the resuscitation and care of pediatric trauma patients, as further described in Exhibit A-1 as Objective #4;
- III. Provide pediatric trauma outreach and education to participants in the Santa Barbara County Trauma System, both hospital-based and prehospital-based, at little or no cost to participants (when feasible);
- IV. Improve access to pediatric neurosurgical care in Santa Barbara County;
- V. Facilitate a Santa Barbara County coalition of agencies and programs that are relevant to local pediatric injury prevention and education;
- VI. Have the organizational and administrative capabilities to support the program services and activities;
- VII. Maintain personnel records, and assure that staff meets appropriate levels of licensure, certification, education, and experience;
- VIII. Ensure that the pediatric trauma center responds to the needs of its service area and is sensitive to linguistic, ethnic, lifestyle, and cultural differences of the population(s) being served;
- IX. Provide biannual reports (every six months) to the Santa Barbara County EMS Agency no later than January or July 31 of each year corresponding to the invoice and reporting cycle. All objectives as specified in Exhibit A-1 shall be reported on accurately and consistently, in accordance with applicable patient privacy laws. The annual report shall include:
  1. The progress made to date implementing the Richie Fund Pediatric Trauma Care Resources;
  2. Barriers to implementation;
  3. Plans for overcoming those barriers;
  4. Staffing changes; and
  5. Any budgetary changes or discrepancies.

- X. Provide biannual invoices (every six months), including any supporting documentation as it corresponds with the activities listed in Exhibit A-1, to the Santa Barbara County EMS Agency in accordance with the following timeframe:

<b>FY</b>	<b>Invoicing &amp; Reporting Period</b>	<b>Invoice &amp; Report Due Date</b>
23-24	July 1 – December 30	January 31, 2024
	January 1 – June 30	July 31, 2024
24-25	July 1 – December 30	January 31, 2025
	January 1 – June 30	July 31, 2025
25-26	July 1 – December 30	January 31, 2026
	January 1 – June 30	July 31, 2026

- XI. Agree to meet with the Santa Barbara County EMS Agency between August 1 – August 31 of each year to review the annual report for the prior year and to discuss the objectives for the current calendar year.

COUNTY SHALL:

- I. Provide reasonable assistance in support of HOSPITAL goals and objectives;
- II. Provide quarterly review of all data submissions; and
- III. Provide evaluation of all invoices for reimbursement submitted by HOSPITAL and remit payment to HOSPITAL in a timely manner in accordance with and as limited by Section E Compensation of Contractor and Exhibit B of this Agreement.

**EXHIBIT A-1**

**Richie Fund Work Plan**  
**For**  
**Santa Barbara Cottage Hospital**  
**Pediatric Trauma Services**  
**2023-2026**

**Summary**

<b>Objective #1</b>
<b>Provide support toward pediatric care services, to include funding for pediatric-specific provider coverage for specialized care of the pediatric patient within Cottage Health.</b>
1.1 Provide funding for on-call clinical coverage of Cottage Pediatric Neurologist.
1.2 Provide funding for clinical coverage of Santa Barbara Cottage Hospital (SBCH) Pediatric Intensive Care Unit (PICU) Medical Director.
1.3 Provide funding for clinical coverage of SBCH Pediatric Trauma Medical Director.
1.4 Provide funding for clinical coverage of Cottage Concussion Nurse Practitioner.

**Narrative****Problem/Need Statement:**

Pediatric patients are most susceptible to unintentional, and often preventable, injuries. In Santa Barbara County, many of those instances result in traumatic brain injuries. As a designated pediatric trauma center, it is imperative that pediatric-specialty providers are compensated to provide optimal coverage and quality care for this critically injured subset of patients.

**Goals:**

Santa Barbara Cottage Hospital will maintain pediatric physician availability for coverage of Neurology, PICU, and Trauma specialties, in addition to maintaining nurse practitioner staffing at the Cottage Concussion Clinic.

<b>Objective</b>	<b>Key Action Steps</b>	<b>Evaluation Methods</b>
<b>Objective 1.1</b>	1. Provide coverage support for SBCH Pediatric Neurologist on-call stipend.	1. Annual report of number of on-call days served by SBCH pediatric neurologist.
<b>Objective 1.2</b>	1. Provide portion of salary support for SBCH PICU Medical Director.	1. Annual report of number of trauma cases served by SBCH PICU Medical Director.
<b>Objective 1.3</b>	1. Provide portion of salary support for SBCH Pediatric Trauma Medical Director.	1. Annual report of number of trauma cases served by Pediatric Trauma Medical Director.
<b>Objective 1.4</b>	1. Provide portion of salary support for Cottage Concussion Nurse Practitioner.	1. Annual report of number of kids served by Cottage Concussion Nurse Practitioner.

**Summary**

<b>Objective #2</b>
<b>Provide Injury Prevention activities, resources, and education for the pediatric population of Santa Barbara County and their families.</b>
2.1 Child Passenger Safety
2.2 Child Bicycle/Pedestrian Safety
2.3 Teen Driver Safety Prevention/Education
2.4 Safe Sleep Program

**Narrative****Problem/Need Statement:**

Preventable injuries are the leading cause of death amongst children in the United States. Many families have financial challenges and/or limited access to information, education, and resources to injury prevention programs. Accessible pediatric injury prevention is essential to improving pediatric morbidity and mortality in our community.

**Goals:**

Children and families in Santa Barbara County will have access to information and resources that will support pediatric injury prevention. Prevention activities will be guided by an annual review of pediatric injury data with the Santa Barbara County EMS Agency.

<b>Objective</b>	<b>Key Action Steps</b>	<b>Evaluation Methods</b>
<b>Objective 2.1</b>	<ol style="list-style-type: none"> <li>1. Provide Child Passenger Safety Technician courses to increase the number of certified car seat safety technicians in Santa Barbara County.</li> <li>2. Provide free or low-cost car seats to individuals or programs that meet a pre-established criterion of need.</li> <li>3. Develop and provide education and safety materials for child passenger safety.</li> </ol>	<ol style="list-style-type: none"> <li>1. Annual reporting of location and number of technician classes and participants.</li> <li>2. Annual reporting of number of car seats provided to individuals or programs that have met pre-established need criteria.</li> <li>3. Annual reporting of events at which materials have been distributed and copies to be provided.</li> </ol>
<b>Objective 2.2</b>	<ol style="list-style-type: none"> <li>1. Provide free or low-cost bicycle helmets to kids or youth programs that meet pre-established criterion of need.</li> <li>2. Support Bicycle and pedestrian</li> </ol>	<ol style="list-style-type: none"> <li>1. Annual reporting of number of helmets provided to kids or youth programs that have met pre-established need criteria.</li> <li>2. Annual reporting of events/activities</li> </ol>

	<p>safety events and activities in Santa Barbara County by providing education and safety gear at these events.</p> <p>3. Develop and provide education materials for bicycle/pedestrian safety.</p>	<p>participated in with approximate number attendees.</p> <p>3. Annual reporting of events where materials have been distributed, including copies of materials.</p>
<b>Objective 2.3</b>	<p>1. Educational Outreach to high school aged students and teen driver education programs.</p>	<p>1. Annual reporting of specific teen driver education programs, location of events, and approximate number of participants.</p>
<b>Objective 2.4</b>	<p>1. Establish and maintain safe sleep program through collaboration with "Cribs for Kids," providing safe sleep equipment such as pack n' play cribs and sleep sacks to families that meet pre-established criterion of need.</p> <p>2. Develop and provide safe sleep education materials for safe sleep program.</p>	<p>1. Annual reporting of specific equipment and amount provided to families along with number of families that received equipment &amp; education.</p> <p>2. Annual reporting of events where educational materials have been distributed, including copies of materials disseminated.</p>

**Summary**

<b>Objective #3</b>
<b>Provide pediatric trauma-specific injury prevention outreach and education to clinical participants and community organizations involved in the care of children within Santa Barbara County.</b>
3.1 Provide pediatric trauma-specific injury prevention education programs to clinical-based medical professionals at low or no-cost.
3.2 Provide financial support for Cottage Health clinical staff (involved in the provision of pediatric trauma care) to attend pediatric conferences and trainings as they relate to pediatric trauma care or pediatric injury prevention limited to registration costs.
3.3 Provide support for one presenter specialized in the care of pediatric trauma patients to present at the annual SBCH Trauma/Critical Care Symposium in the form of honorarium fee.
3.4 Provide support for maintenance and continued development of the SafeKids Santa Barbara County Coalition through regular meetings, activities, and incentives for the community.

**Narrative**

**Problem/Need Statement:**

Santa Barbara County Trauma System relies on a diverse, integrated, and well-informed network of professionals that help maintain and support the pediatric trauma system of care. A multifaceted approach to continuing education, one that integrates prehospital and hospital elements in the pediatric trauma continuum of care, is essential to improving morbidity and mortality of this critically injured subset of patients ensures a robust, and innovative, trauma

system.

**Goals:**

Clinical participants and community organizations within Santa Barbara County will be provided with educational opportunities specific to the care of children.

<b>Objective</b>	<b>Key Action Steps</b>	<b>Evaluation Methods</b>
<b>Objective 3.1</b>	1. Provide pediatric trauma-specific education in the form of a PCAR course or other pediatric trauma seminar at low or no-cost to Santa Barbara County medical professionals.	1. Annual reporting of number of courses/seminars and number of attendees with submission of flyer, course outline and agenda.
<b>Objective 3.2</b>	1. Provide support for pediatric trauma Cottage staff to attend pediatric trauma or injury prevention related courses to further specialized education.	1. Annual reporting of conference/training attended, who attended, and submission of course/conference outline with specific reimbursement spending receipts for coverage of registration fee, transportation, & lodging (if applicable).
<b>Objective 3.3</b>	1. Support of honorarium fee (limited to 25% of total allocation for Objective #3) for one pediatric trauma specialist to present at SBCH Trauma/Critical Care Symposium.	1. Annual report to include submission of Symposium brochure, number of attendees, submission of speaker's CV, & honorarium invoice.
<b>Objective 3.4</b>	1. Provide support for SafeKids Santa Barbara County community meetings and/or injury prevention presentations as well as offering SafeKids activities and incentives to the community.	1. Annual report of number of meetings, presentations, agenda, minutes, number of attendees/organizations, and activities with incentives held, including invoices for associated costs.

**Summary**

<b>Objective #4</b>
<b>Provide pediatric specific medical equipment related to trauma, airway management, resuscitation, or injury prevention to SBCH departments, prehospital EMS providers, and Marian Regional Medical Center (MRMC) Trauma Department.</b>
4.1 Provide medical equipment related to trauma, airway management, or resuscitation to SBCH departments or prehospital EMS providers who care for pediatric trauma patients as needs are identified by the local trauma system.
4.2 Provide injury prevention specific equipment to North County community organizations, families, & MRMC (amount variable as determined by available funds, but not to exceed \$35,000.00 per Fiscal Year) as needs are identified by the local trauma system.

**Narrative**

Professional Services Agreement  
 Santa Barbara Cottage Hospital  
 Effective Date: July 1, 2023



**Problem/Need Statement:**

Pediatric patients have a wide-range of needs in terms of medical supplies and equipment. Equipment specific to the resuscitation and on-going care of children is integral for the overall management of pediatric trauma patients.

**Goals:**

The pediatric trauma center in Santa Barbara County will have equipment specific to the care of pediatric trauma and disaster victims. Additionally, the trauma center will assist other organizations, such as prehospital EMS providers and local community organizations, in providing specific injury prevention or trauma-specific durable medical equipment as need is identified with the support of the Santa Barbara County EMS Agency.

Objective	Key Action Steps	Evaluation Methods
<b>Objective 4.1</b>	1. Support for SBCH departments and prehospital EMS Providers to purchase pediatric durable medical equipment related to trauma, airway management, or resuscitation.	1. Annual reporting of amount and type of equipment purchased with identification of department and/or prehospital EMS provider.
<b>Objective 4.2</b>	1. Upon mutual agreement between both parties (SBCH and MRMC), support for purchase of pediatric injury prevention or pediatric trauma care equipment for local community organizations and families in need.	1. Annual meeting to discuss, and approve, spending for the subsequent year. Reporting of amount and type of equipment purchased with recipient information for the previous year.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation at Selected Milestones (with attached Richie Fund Expense Plan)

- A. For HOSPITAL services to be rendered under this Agreement, HOSPITAL shall be paid according to the following schedule below. Total contract amount, including cost reimbursements, shall not exceed \$718,000.
- B. Payment for services and/or reimbursement of costs shall be made upon HOSPITAL's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A**, as reasonably determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, HOSPITAL shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from HOSPITAL.  
  
The final milestone payment shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require HOSPITAL to correct such work or billings or seek any other legal remedy.
- E. Payments subject to funds available in accordance with California Health & Safety Code Section 1797.98a(e), The Pediatric Trauma Fund (Richie's Funds).

**Budget Detail**

<b>RICHE AGREEMENT FUND DISTRUBUTION FY 2023-2036</b>		
FY	% PER FY	\$ PER FY
23-24	25%	\$ 179,500
24-25	50%	\$ 359,000
25-26	25%	\$ 179,500

<b>FY2023-2024 (July 1, 2023 - June 30, 2024) - Year 1</b>				
Objective	Description	% Allocated	Amount	Funds Per Year
1	Pediatric-Specific Specialists: Clinical Coverage	75%	\$134,625.00	\$ 179,500
2	Injury Prevention Resources & Education: Children & Families	3%	\$5,385.00	
3	Injury Prevention Resources & Education: Clinical Participants & Community Organizations	3%	\$5,385.00	
4	<b>Pediatric-Specific Medical Equipment:</b>			
	Cottage Hospital & Prehospital EMS Providers	9.5%	\$17,052.50	
	Marian Regional Medical Center Trauma Dept.	9.5%	\$17,052.50	
			<b>Total</b>	\$179,500.00

<b>FY2024-2025 (July 1, 2024 - June 30, 2025) - Year 2</b>				
Objective	Description	% Allocated	Amount	Funds Per Year
1	Pediatric-Specific Specialists: Clinical Coverage	75%	\$269,250.00	\$ 359,000
2	Injury Prevention Resources & Education: Children & Families	3%	\$10,770.00	
3	Injury Prevention Resources & Education: Clinical Participants & Community Organizations	3%	\$10,770	
4	<b>Pediatric-Specific Medical Equipment:</b>			
	Cottage Hospital & Prehospital EMS Providers	9.5%	\$34,105.00	
	Marian Regional Medical Center Trauma Dept.	9.5%	\$34,105.00	
			<b>Total</b>	\$359,000.00

<b>FY2025-2026 (July 1, 2025 - June 30, 2026) - Year 3</b>				
<b>Objective</b>	<b>Description</b>	<b>% Allocated</b>	<b>Amount</b>	<b>Funds Per Year</b>
1	Pediatric-Specific Specialists: Clinical Coverage	75%	\$134,625.00	\$ 179,500
2	Injury Prevention Resources & Education: Children & Families	3%	\$5,385.00	
3	Injury Prevention Resources & Education: Clinical Participants & Community Organizations	3%	\$5,385.00	
4	<b>Pediatric-Specific Medical Equipment:</b>			
	Cottage Hospital & Prehospital EMS Providers	9.5%	\$17,052.50	
	Marian Regional Medical Center Trauma Dept.	9.5%	\$17,052.50	
<b>Total</b>			\$179,500.00	

## **EXHIBIT C**

### **Indemnification and Insurance Requirements**

#### INDEMNIFICATION

HOSPITAL agrees to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law, 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 any such claim.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

HOSPITAL shall notify COUNTY promptly in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

HOSPITAL shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the HOSPITAL, its agents, representatives, and employees.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the HOSPITAL'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the HOSPITAL maintains higher limits than the minimums shown above, COUNTY shall be entitled only to coverage for the minimum limits set forth above.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. Additional Insured** – COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the HOSPITAL including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the HOSPITAL's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 2. Primary Coverage** – For any claims related to this Agreement, the HOSPITAL's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents, or volunteers shall be excess of the HOSPITAL's insurance and shall not contribute with it.
- 3. Notice of Cancellation** –HOSPITAL shall not cancel the insurance coverages described above without prior written notice to COUNTY.
- 4. Verification of Coverage** – HOSPITAL shall furnish COUNTY with proof of insurance, original certificates, and amendatory endorsements, as required by this Agreement. The proof of insurance, certificates, and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the HOSPITAL's obligation to provide them. HOSPITAL shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 5. Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 6. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the HOSPITAL must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**8. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances subject to HOSPITAL's consent, which shall not be unreasonably withheld. In the event HOSPITAL does not consent, either party may terminate this Agreement.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. HOSPITAL agrees to execute any such amendment within thirty (30) days of receipt, provided HOSPITAL has consented as provided in paragraph 8 above.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.