

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
PEDIATRIC TRAUMA CARE "RICHIE" FUND DISTRIBUTIONS

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 Hospital with an address at 400 West Pueblo Street, Santa Barbara, CA 93102-0689 (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, extends all provisions of Senate Bill No. 1773 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 II 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 to Exhibit A of this agreement; and.

WHEREAS, HOSPITAL represents that it is specially trained, skilled, experienced, and competent to perform the special 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 Management 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 facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: John Eaglesham, Director
Emergency Medical Services Agency
300 N. San Antonio Road
Santa Barbara, CA 93110

To HOSPITAL: Steven A. Fellows, Executive Vice-President
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 March 1, 2016 and end performance upon completion, but no later than July 30, 2019 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 is 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 presentation of 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 the 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. 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 the 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 the 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 the 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 the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). 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 services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities 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 with 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 COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY 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.

25. ENTIRE AGREEMENT AND AMENDMENT

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

that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

Subject to Section 18 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, its successors and assigns.

27. COMPLIANCE WITH LAW

HOSPITAL 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 HOSPITAL in any action or proceeding against HOSPITAL, whether COUNTY is a party thereto or not, that HOSPITAL 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.

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.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Cottage Health System.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on March 1, 2016.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

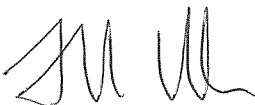
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 3-15-16

RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: 
Department Head

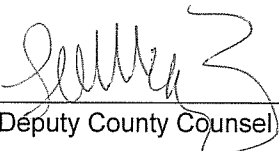
APPROVED AS TO FORM:

John H. Eaglesham
EMS Agency

By: 
EMS Agency Director

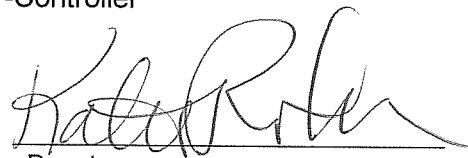
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

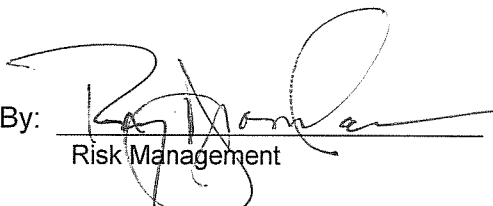
APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

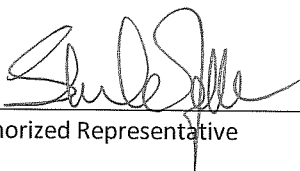
Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Cottage Health System**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on March 1, 2016.

CONTRACTOR:

Santa Barbara Cottage Hospital

By:



Authorized Representative

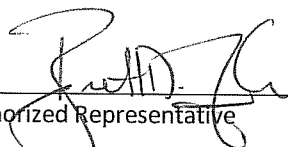
Name:

Steven A. Fellows

Title:

Executive Vice President and Chief Operating Officer

By:



Authorized Representative

Name:

Brett D. Tande

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 hospitals within Santa Barbara County, pediatric specific medical equipment that will benefit the resuscitation and care of pediatric trauma patients;
- III. Provide pediatric trauma outreach and education to participants in the Santa Barbara County Trauma System, both hospital and prehospital based at no cost to participants;
- 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; and
- IX. On a quarterly basis, accurately and consistently collect and report de-identified data on all Objectives as specified in Exhibit A-1, following the schedule set forth below.
 - A. Reporting Schedule:
 1. Quarter 1 – January 1 – March 31, due April 30
 2. Quarter 2 – April 1 – June 30, due July 31
 3. Quarter 3 – July 1 – September 30, due October 31
 4. Quarter 4 – October 1 – December 31, due January 31
 - B. January through December reports are due in accordance with specific instructions as directed by the EMS Agency (indicated in the Objectives set forth in Exhibit A-1);
 - C. In addition to the data collection and reporting schedule described in Section A above, HOSPITAL shall submit by January 31 of each calendar year, a summary written report, for purposes of annual review, describing:
 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.

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 submissions for reimbursement and remit funds to HOSPITAL in a timely manner for approved expenses in accordance with and as limited by Exhibit B.

EXHIBIT A-1
WORK PLAN
for
RICHIE FUND PEDIATRIC TRAUMA SERVICES
FY 2015-19

SUMMARY

Objective #1
Provide Injury Prevention Activities for the pediatric population of Santa Barbara County and their families.
1.1 Child Passenger Safety
1.2 Mild Traumatic Brain Injury Prevention and Education (Sports Related Concussion)
1.3 Child Bicycle Safety
1.4 Teen Driver Injury Prevention and Education
1.5 Develop a Pediatric Safety Campaign

NARRATIVE

Problem/Need Statement:

Preventable injuries are the number one killer of children in the U.S. Too many families do not have access to information and resources needed to keep their children safe from tragedy.

Goals: Children and families in Santa Barbara will have access to information and resources that will support pediatric injury prevention.

Objective	Key Action Steps	Evaluation Methods
Objective 1.1 Child Passenger Safety	<ol style="list-style-type: none"> 1. Provide car seat technician classes to increase the number of certified car seat safety technicians in Santa Barbara County. 2. Provide car seats to individuals or programs that meet a pre-established criterion of need. 3. Develop and provide education materials for child passenger safety. 	<ol style="list-style-type: none"> 1. Quarterly reporting of location and number of technician classes and participants 2. Quarterly reporting of number of car seats provided to individuals or programs that have met pre-established need criteria 3. Quarterly reporting of events where materials are distributed and copies of materials.

Objective	Key Action Steps	Evaluation Methods
Objective 1.2 Mild TBI Prevention/Education	<ol style="list-style-type: none"> 1. Provide financial support for a Nurse Practitioner to complete education to SB County high schools as well as clinic hours to evaluate mTBI students for return to play. 2. Provide financial support for clinic space for Nurse Practitioner to evaluate mTBI students in both the North and South County. 3. Develop and provide education materials for mild traumatic brain injury. 	<ol style="list-style-type: none"> 1. Quarterly reporting of location of education events and number of students served in clinic. 2. Report of rent location/cost and number of students evaluated at each location on quarterly basis. 3. Quarterly reporting of events where materials are distributed, and copies of materials.
Objective 1.3 Child Bicycle Safety	<ol style="list-style-type: none"> 1. Provide free or low cost bicycle helmets to individual children or youth programs that meet a pre-established criterion of need. 2. Support youth bicycle safety events and activities in Santa Barbara County by providing education materials and helmets at these events. 3. Develop and provide education materials for bicycle safety. 	<ol style="list-style-type: none"> 1. Quarterly reporting of number of helmets provided to individuals or programs that have met pre-established need criteria. 2. Quarterly reporting of events and activities participated in with approximate number of attendees. 3. Quarterly reporting of events where materials are distributed and copies of materials.
Objective 1.4 Teen Driver Injury Prevention and Education	<ol style="list-style-type: none"> 1. Purchase of a Distracted Driving education / demonstration equipment and materials. 2. Educational Outreach to high school students and teen driver education programs utilizing the distracted driver simulator. 3. Presentation of the distracted driving education/demonstration at community events in Santa Barbara County. 	<ol style="list-style-type: none"> 1. Report of purchase in corresponding quarterly report 2. Quarterly reporting of specific high schools and teen driver programs at which the education/demonstration equipment was utilized and approximate number of participants. 3. Quarterly reporting of specific community events at which education/demonstration equipment was utilized and approximate number of participants.
Objective 1.5 Pediatric Safety Campaign	<ol style="list-style-type: none"> 1. Participate and coordinate child safety events relevant to community needs (i.e. water, fire, vehicle safety) throughout 	<ol style="list-style-type: none"> 1. Quarterly reporting of specific events where pediatric safety campaigns are held and approximate

Objective	Key Action Steps	Evaluation Methods
	Santa Barbara County. 1. Purchase education and demonstration equipment and materials.	number of participants. 2. Quarterly reporting of specific community/school events where pediatric safety education/ information was provided including approximate number of participants and copies of materials.

SUMMARY

Objective #2
Provide hospitals within Santa Barbara County with pediatric specific medical equipment that will support a well-defined and equipped area in the Emergency Department for the care and resuscitation of children.
2.1 Provide advanced pediatric emergency airway equipment to local ED and PICU facilities
2.2 Develop and provide pediatric disaster supply bags to each of the 5 hospitals in the SB County EMS System
2.3 Provide additional pediatric specific medical equipment as determined by trauma system needs on an annual basis.

NARRATIVE

Problem/Need Statement:

A well-defined and equipped area for the resuscitation of children is integral for the management of pediatric trauma patients. Children have a wider range of needs in terms of supplies and equipment.

Goals: Hospital Emergency Departments in Santa Barbara County will have equipment that is specific to the care of pediatric trauma and disaster victims.

Objective	Key Action Steps	Evaluation Methods
Objective 2.1	1. Provide Pediatric Emergency Airway Equipment to Local ED and PICU facilities	1. Quarterly reporting for reimbursement of specific equipment and location placed, during appropriate year.

Objective	Key Action Steps	Evaluation Methods
Objective 2.2	1. One time development and placement of Pediatric Disaster Bags to local EDs.	1. Quarterly reporting for reimbursement of specific equipment and location placed during appropriate year.
Objective 2.3	1. Provide additional pediatric specific equipment to local facilities/agencies annually as the need is identified by the local trauma system.	1. Quarterly reporting for reimbursement of specific equipment and location placed, during appropriate quarter.

SUMMARY

Objective #3
Provide pediatric trauma specific outreach and education to clinical participants in the Santa Barbara County Trauma System.
3.1 Develop and present Pediatric Trauma Seminars for North and South County EMS personnel
3.2 Provide support for 2 physicians specialized in Pediatric Trauma to present at the Annual SBCH Trauma Symposium
3.3 Provide RN specific education programs focused on pediatric trauma at no cost to local hospital and EMS Registered Nurses.
3.4 Provide paramedic and EMT specific pediatric trauma education for SB County prehospital personnel at no cost to local accredited Paramedics and EMTs.

NARRATIVE

Problem/Need Statement:

Education on the care of pediatric trauma across the continuum is vital to providing high quality care and optimal patient outcomes. This is a need in the pediatric specialty population from pre-hospital, nursing, hospital and physician disciplines.

Goals: Clinical participants in the Santa Barbara County Trauma System will be provided with educational opportunities that are specific to the care of pediatric patients.

Objective	Key Action Steps	Evaluation Methods
Objective 3.1	1. Pediatric Trauma Seminars for North and South County.	1. Submission of course outline, flyer, specific reimbursement charges, and roster during appropriate reporting quarter.
Objective 3.2	1. Support Pediatric Trauma Specialists to present at local annual Trauma Symposium.	1. Submission of brochure for each conference. 2. Submission of CV for each speaker supported. 3. Submission of reimbursement charges during appropriate reporting quarter.
Objective 3.3	1. RN specific education in the form of a Pediatric Care After Resuscitation (PCAR) course at low or no cost to RNs from local hospitals and EMS in Santa Barbara	1. Submission of flyer, course outline and roster, instructor CVs, as well as related costs for reimbursement during

Objective	Key Action Steps	Evaluation Methods
	County.	appropriate quarter.
Objective 3.4	1. Provide annual no fee Paramedic and EMT CE offerings specific to pediatric trauma.	1. Submission of course outline/flyer/roster and instructor CV for each offering, during the appropriate quarter. 2. Submission of related costs for reimbursement during the appropriate quarter.

SUMMARY

Objective #4
Improve access to pediatric neurosurgical specialty care for pediatric trauma patients in Santa Barbara County
4.1 Provide pediatric neurosurgical on call physician coverage for treatment of patients within the Santa Barbara County Trauma System.

NARRATIVE

Problem/Need Statement:

Traumatic brain injury is the primary injury suffered by children in Santa Barbara County. Physician compensation is key in order to provide neurosurgical coverage for this pediatric population.

Goals: Santa Barbara County will have pediatric neurosurgical physician specialty availability for patients that require this expertise in their care.

Objective	Key Action Steps	Evaluation Methods
Objective 4.1	1. Provide annual financial support for pediatric neurosurgical on call physician coverage.	1. Quarterly submission of call schedule for pediatric neurosurgical coverage. 2. Quarterly submission of number of cases served by SBCH pediatric neurosurgeons in conjunction with the Pediatric Trauma Center.

SUMMARY

Objective #5	Goal
<p>Santa Barbara County Communities will have a coalition of agencies and programs relevant to pediatric injury prevention and education.</p>	<p>Number Served</p>
<p>5.1 Santa Barbara Cottage Hospital and Pediatric Trauma Center will complete the process to formally become a SafeKids California local coordinating site.</p>	
<p>5.2 Santa Barbara County will utilize the SafeKids California resources and structure to develop and maintain a local coalition of support with regular meetings and activities for the community.</p>	

NARRATIVE

Problem/Need Statement:

Unintentional childhood injury is the leading cause of death and it is preventable. By partnering with SafeKids California, we gain credibility and partnership with local agencies who are dedicated to preventing injury in children. In addition, there is a need for administrative support in order to lead and develop the partnership in the county. This is vital to the success of the partnership.

Goals: Santa Barbara County will have an active SafeKids California Coalition coordinated by the Santa Barbara Cottage Hospital Pediatric Trauma Center.

Objective	Key Action Steps	Evaluation Methods
<p>Objective 5.1</p>	<p>1. Provide annual financial support for a Pediatric Injury Prevention Specialist.</p>	<p>1. Submission of CV/Resume for appointed Specialist. 2. Quarterly reporting of number of hours utilized by Pediatric Injury Prevention Specialist.</p>
<p>Objective 5.2</p>	<p>1. Become a SafeKids Coalition and serve as the SafeKids Coordinator. Regularly meet with community partners to develop and present injury prevention and education activities to local communities.</p>	<p>1. Quarterly submission of meeting minutes and agendas and any flyers for associated activities with estimated numbers of participants.</p>

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 to exceed \$598,000.
- 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 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 above 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).

Santa Barbara Cottage Hospital Richie Fund Expense Plan

FY 2015-2016

Injury Prevention (\$52,000)	
Helmets	\$5,000
Car Seats	\$7,000
Sports Related Concussion (mTBI)	\$16,000
Teen Driving Safety	\$15,000
Pediatric Safety Campaign	\$5,000
Give-aways	\$5,000
Outreach/Education (\$39,000)	
PCAR Course	\$16,500
Pediatric Conference	\$5,000
Outreach mileage	\$2,500
Paramedic Education	\$10,000
Car Seat Techician Training	\$5,000
Equipment (\$16,000)	
Pediatric Airway equipment	\$6,000
Disaster Supplies	\$5,000
Other equipment	\$5,000
Personnel (\$90,000)	
Injury Prevention Specialist- Safe Kids Coordinator	\$40,000
Pediatric Neurosurgery Specialty Care	\$50,000
TOTAL	\$198,000

FY 2016-2017

Injury Prevention (\$10,000)	
Injury Prevention Activities	\$10,000
Outreach/Education (\$20,000)	
Pediatric Trauma Conference	\$15,000
Other outreach/education	\$5,000
Equipment (\$10,000)	
Pediatric equipment	\$10,000
Personnel (\$90,000)	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$50,000
TOTAL	\$140,000

Santa Barbara Cottage Hospital Richie Fund Expense Plan

FY 2017-2018

Injury Prevention (\$10,000)	
Injury Prevention Activities	\$10,000
Outreach/Education (\$10,000)	
Pediatric outreach/education	\$10,000
Equipment (\$10,000)	
Pediatric equipment	\$10,000
Personnel (\$90,000)	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$50,000
TOTAL	\$130,000

FY 2018-2019

Injury Prevention (\$10,000)	
Injury Prevention Activities	\$10,000
Outreach/Education (\$10,000)	
Pediatric outreach/education	\$10,000
Equipment (\$10,000)	
Pediatric equipment	\$10,000
Personnel (\$90,000)	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$50,000
TOTAL	\$130,000

EXHIBIT C
Indemnification and Insurance Requirements

INDEMNIFICATION

CONTRACTOR 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

CONTRACTOR shall notify COUNTY immediately 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

CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors.

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 CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation; provided that if such a waiver is not available from a party's insurance company, that party will be relieved of its obligation to obtain a waiver of subrogation.
5. **Verification of Coverage** – CONTRACTOR shall furnish the 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
6. **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.
7. **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 CONTRACTOR 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. CONTRACTOR 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.

Board Contract Summary

BC _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY15/16 - FY18/19
D2.	Department Name	Public Health
D3.	Contact Person	John Eaglesham
D4.	Telephone	681-5394

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Provide Maddy Fund distributions to Santa Barbara Cottage Hospital to support local pediatric trauma services.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 598,000
K5.	Contract Begin Date	March 1, 2016
K6.	Original Contract End Date	June 30, 2019
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	March 15, 2016
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any)	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	Yes, County Counsel/Risk reviewed.

F1.	Fund Number	0042
F2.	Department Number	041
F3.	Line Item Account Number	7650
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	1575
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Net 30 days

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Santa Barbara Cottage Hospital
V3.	Mailing Address	400 West Pueblo Street
V4.	City State (two-letter) Zip (include +4 if known)	Santa Barbara, CA 93105
V5.	Telephone Number	(805) 569-7290
V6.	Vendor Contact Person	Steven A. Fellows
V7.	Workers Comp Insurance Expiration Date	
V8.	Liability Insurance Expiration Date	
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	Kelly Lazarus

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 2/23/16 Authorized Signature: Kelly Lazarus