

AGREEMENT FOR SERVICES
between
COUNTY OF SANTA BARBARA
and
MARIAN REGIONAL MEDICAL CENTER
for
LEVEL III TRAUMA CENTER FOR DESIGNATION

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 Marian Regional Medical Center having a principal place of business at 1400 E. Church Street, Santa Maria, California (hereafter HOSPITAL) wherein the parties agree to provide and accept the services specified herein.

WHEREAS, COUNTY Emergency Medical Services (EMS) Agency has implemented a Trauma Care System pursuant to Health and Safety Code Section 1798.162; and

WHEREAS, COUNTY EMS Agency wishes to ensure patients have access to trauma care services at designated trauma centers committed to meeting the regulatory requirements set forth in Health and Safety Code 1797.198; and

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

WHEREAS, COUNTY EMS Agency has the authority to establish a review process to evaluate HOSPITAL's compliance with Health and Safety Code 1798.165 and California Code of Regulations Title 22, Division 9, Chapter 7, Trauma Care Systems, §100236-100266; and

WHEREAS, HOSPITAL has requested and provided documentation through an application and site review process confirming that they meet the requirements as defined in California Code of Regulations Title 22, Division 9, Chapter 7, Trauma Care Systems, §100236-100266 to be designated as a Level III Trauma Center; and

WHEREAS, COUNTY EMS Agency designated HOSPITAL as a Level III Trauma Center on April 15, 2013; and

WHEREAS, COUNTY EMS Agency has the authority, as set forth in Health and Safety Code 1798.164, to recover costs associated with trauma center designation oversight; and

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

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

1. **DESIGNATED REPRESENTATIVE.** The Director of the EMS Agency at phone number (805) 681-5274 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Chief Operating Officer of Marian Medical Center at phone number (805) 739-3000 is the authorized representative for HOSPITAL. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Nancy Lapolla, MPH
Director, EMS Agency
300 N. San Antonio Road, Bldg 1
Santa Barbara, CA 93110

To HOSPITAL: Kerin A. Mase, RN, MBA
Chief Operating Officer
Marian Medical Center
1400 East Church St,
Santa Maria, CA 93454

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

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

4. **PERFORMANCE IMPROVEMENT SITE REVIEW.** HOSPITAL agrees to complete a Site Review (hereafter "Review") by Reviewer approved by the EMS Agency focused on the trauma center's Performance Improvement Process by December 31, 2013. HOSPITAL further understands and agrees to address any and all deficiencies indentified during the Review by April 15, 2014.

5. **TERM.** The term of this Agreement shall be for the period July 1, 2013 through June, 30 2015, unless cancelled earlier by either party pursuant to Section 15 of this Agreement.

6. **FEES.** For services provided to HOSPITAL by COUNTY for maintaining the Trauma Program and ensuring HOSPITAL is compliant in meeting all required trauma regulations to maintain Level III Trauma Center designation, HOSPITAL shall pay to COUNTY \$50,000 upon execution of this Agreement.

Annually thereafter, on July 15, HOSPITAL shall pay to COUNTY, \$50,000 as the annual service charge for this term of this Agreement.

7. **INDEPENDENT HOSPITAL.** The parties shall perform all of the services under this Agreement as independent entities and not as employees of the other. HOSPITAL understands and acknowledges

that neither Hospital nor its employees shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

8. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and to the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder.

9. **CONFIDENTIALITY.** HOSPITAL and COUNTY agree that information concerning patients shall be kept confidential and shall not be disclosed to any person except as authorized by law. HOSPITAL does not waive its right pursuant to Evidence Code, Sections 1157 et. seq. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of the Agreement. COUNTY agrees that any patient specific medical information submitted to it by HOSPITAL shall be maintained in confidence. Further, COUNTY agrees it will use all reasonable diligence to prevent disclosure except to its necessary personnel. This obligation shall exclude material or information that is in the public domain for public use, publication, and general knowledge or the like.

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

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

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

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

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

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

12. **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.

13. **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.

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

15. **TERMINATION.**

A. **TERMINATION FOR CAUSE.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. A material breach by either party may include failing to comply with the duties and responsibilities set forth in Section 3 and Section 4 of this Agreement. Cause as used in this section shall include, but is not limited to, the following:

- i. Failure by HOSPITAL to complete the Review, as set forth in Section 4, by December 31, 2013.
- ii. Failure by HOSPITAL to address deficiencies identified in the Review, as they relate to HOSPITAL's trauma system performance improvement process, by April 15, 2014.
- iii. Failure by HOSPITAL to obtain verification by the American College of Surgeons (ACS) as a Level III Trauma Center by June 30, 2015
- iv. Failure by HOSPITAL to include COUNTY in ACS review process and provide a written copy of the findings by the ACS verification site review.
- v. Failure by HOSPITAL to maintain continuous ACS verification and notify COUNTY immediately if there is any lapse in verification status.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

22. **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.

23. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, HOSPITAL hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which HOSPITAL is obligated, which breach would have a material effect hereon.

Agreement for Services between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2013.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
Chandra Wallar
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Auditor-Controller

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

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

By: _____
PHD Director

By: _____
Risk Manager

NANCY LAPOLLA, MPH
DIRECTOR, EMS AGENCY

By: _____
EMS Agency Director

Agreement for Services between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective July 1, 2013.

HOSPITAL

Charles J. Cova
President and CEO
Marian Regional Medical Center

Date: _____

EXHIBIT A
STATEMENT OF WORK

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

HOSPITAL will provide payment to COUNTY as identified in Section 6 to support COUNTY in its responsibilities under this Agreement which include: designating and providing an EMS Director, an EMS Medical Director, and an EMS Trauma Nurse Coordinator, as well as the infrastructure and overhead costs associated with the operation(s) of the COUNTY Trauma System.

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

A. COUNTY RESPONSIBILITIES:

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

12. Maintain mutual aid agreements with neighboring EMS agencies to enhance trauma transfer between jurisdictions.
13. Participate in a consultant capacity to assist HOSPITAL in carrying out the terms, conditions, and the intent of this Agreement.
14. Establish and maintain a Trauma Quality Improvement Committee, provide data to participating hospitals and ensure industry standards are utilized to benchmark the success of the trauma system.
15. Establish agreements with air ambulance service providers to ensure readily available critical care transport services are available to transfer critical patients to referral hospitals as needed.
16. Optimize the overall effectiveness of the Trauma System and its individual components through the development of performance measures for each component and for the trauma function (both process and outcome measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.
17. Encourage collaboration of injury prevention programs within and outside jurisdiction to reduce traumatic injuries and deaths.
18. Develop trauma training requirements for pre-hospital EMS personnel. .
19. COUNTY, will participate in the HOSPITAL's American College of Surgeons (ACS) verification review process to ensure HOSPITAL continues to maintain the requirements for Level III trauma level designation and COUNTY will provide on-going monitoring of HOSPITAL performance based on the criteria as defined in Title 22, Division 9, Chapter 7, Article 3, §100259, <http://www.emsa.ca.gov/laws/files/regs7.pdf>.

B. HOSPITAL RESPONSIBILITIES:

1. Provide and operate a Level III Trauma Center for all medical services to trauma patients, twenty-four (24) hours per day, three hundred sixty five (365) days per year with no exception; and be available to promptly accept transfer of patients when medically indicated.
2. Maintain, for the duration of the Agreement, a license to operate as an acute care hospital.
3. Maintain compliance with all provisions of the trauma regulations (California Code of Regulations, Title 22, Division 9, Chapter 7).
4. Obtain and complete a focused Performance Improvement Process review by a Reviewer approved by the EMS Agency by December 31, 2013.
5. Address any deficiencies identified in the Performance Improvement Review process by April 15, 2014
6. Obtain verification by the American Collage of Surgeons (ACS) as a Level III Trauma Center by June 30, 2015.
7. Include COUNTY in ACS review process and provide a written copy of the findings by the ACS verification site review.
8. Maintain continuous ACS verification and will notify COUNTY immediately if there is any lapse in verification status.

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