

**AGREEMENT FOR SERVICES**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**MARIAN REGIONAL MEDICAL CENTER**  
for  
**LEVEL III TRAUMA CENTER APPLICATION 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 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**, HOSPITAL has expressed an interest to work with COUNTY on an application toward becoming designated as a Level III Trauma Center; and

**WHEREAS**, COUNTY is responsible for developing the application and 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**, COUNTY has the authority, as set forth in Health and Safety Code 1798.164, to recover costs associated with the process of designating HOSPITAL as a trauma center, which includes the application process; and

**WHEREAS**, HOSPITAL by virtue of the parties' execution of this Agreement will begin the application process established by COUNTY for Level III Trauma Center Designation under the terms of the Agreement;

**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  
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.** COUNTY and HOSPITAL agree to participate in the development and completion of an application for HOSPITAL's designation as a Level III Trauma Center in accordance with California Health and Safety Code, Division 2.5 and Title 22 of the California Code of Regulations.. HOSPITAL's designation as a Level III Trauma Center will ensure the delivery of trauma services which meet the standards set forth in the Health and Safety Code ensuring that the highest quality of care is provided to those in need of care. HOSPITAL and COUNTY agree to accept the responsibilities set forth below:

**A. COUNTY RESPONSIBILITIES**

- i. Develop a Trauma Center application process to evaluate HOSPITAL's compliance with State Regulations for Level III Trauma Center designation.
- ii. Contract with a Trauma Program Medical Director, to act as the Trauma Review Team leader. Trauma Program Medical Director shall have extensive experience evaluating hospital trauma programs to evaluate HOSPITAL's compliance in meeting the requirements of a Level III Trauma Center as identified in the application process.
- iii. Direct the Trauma Program Medical Director to conduct an independent site review to confirm regulatory requirements are being met by HOSPITAL and provide a written report identifying recommendations for Level III Trauma Center designation.

**B. HOSPITAL RESPONSIBILITIES**

- i. Complete Trauma Center application and provide all necessary support documentation as defined in the application.
- ii. Coordinate HOSPITAL leadership and trauma program staff to participate in on-site review to confirm that the trauma regulations required for designation are being met.
- iii. Provide conference room space and necessary accommodations for Trauma Review Team, and ensure HOSPITAL leadership, trauma program and medical staff participate and are available for on-site review process.
- iv. Provide necessary trauma patient charts to Trauma Review Team and ensure trauma program staff is available for questions as necessary.

4. **TERM.** The initial term of this Agreement shall be for the period of March 12, 2013 through June 30, 2013.

5. **FEES.** HOSPITAL agrees to pay COUNTY for services provided under the terms of this Agreement in an amount not to exceed \$20,000 for the development of a Level III Trauma Center application process. This amount shall be paid in full when HOSPITAL submits its Level III Trauma Center application to the COUNTY's EMS Agency and shall constitute payment for the single application event as described in Section 3 only. This amount shall in no way guarantee the positive outcome of the site review; nor shall it constitute payment for any future application processes.

6. **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.

7. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and 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.

8. **CONFIDENTIALITY.** HOSPITAL and COUNTY agree that information concerning patients shall be kept confidential and shall not be disclosed to any person except as authorized by law. HOSPITAL does not waive its right pursuant to Evidence Code, Sections 1157.1 et. seq. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of the Agreement. COUNTY agrees that any patient specific medical information submitted to it by HOSPITAL shall be maintained in confidence. Further, COUNTY agrees it will use all reasonable diligence to prevent disclosure except to its necessary personnel. This obligation shall exclude material or information that is in the public domain for public use, publication, and general knowledge or the like.

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

9. **MUTUAL INDEMNIFICATION.** HOSPITAL shall, at its expense, indemnify, defend, and hold harmless COUNTY, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of HOSPITAL, its officers, employees, agents, or 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.

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

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

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11. **NONDISCRIMINATION.** COUNTY hereby notifies HOSPITAL that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and HOSPITAL agrees to comply with said ordinance.

12. **NONEXCLUSIVE AGREEMENT.** HOSPITAL understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by HOSPITAL as the COUNTY desires.

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

14. **TERMINATION.**

A. **TERMINATION FOR CAUSE.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. A material breach by either party may include failing to comply with the duties and responsibilities set forth in Paragraph 3 of this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a

meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

**B. TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party without cause upon ninety (90) days' advance written notice to the other party. In the event 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.

15. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

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

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

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

21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such

counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Salud Carbajal  
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

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

\_\_\_\_\_  
Kerin A. Mase, RN, MBA  
Chief Operating Officer  
Marian Medical Center

By: \_\_\_\_\_

Date: \_\_\_\_\_