

FIFTH AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
MARIAN REGIONAL MEDICAL CENTER, SANTA MARIA CAMPUS
for
LEVEL III TRAUMA CENTER DESIGNATION

FIFTH AMENDMENT

Effective January 1, 2020

THIS IS THE FIFTH AMENDMENT (hereafter referred to as Fifth Amendment) to the Agreement for Designation as Level III Trauma Center (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Dignity Health a California nonprofit public benefit corporation, dba, Marian Regional Medical Center, Santa Maria Campus, (hereafter HOSPITAL).

WHEREAS, the Agreement is effective through December 31, 2019; and

WHEREAS, the parties desire to amend the Agreement to update the Exhibit A, Statement of Work, to extend the term, and to adjust compensation; and

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

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

1. **Definitions.** Capitalized terms used in this Fifth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The Agreement is amended as follows:
 4. **TERM.** The term of this Agreement shall be for the period of January 1, 2020 through December 31, 2020.
 - b. Exhibit A shall be replaced in its entirety with Exhibit A, dated January 1, 2020, referenced herein and attached hereto.
 - c. Exhibit B shall be replaced in its entirety with Exhibit B, dated January 1, 2020, referenced herein and attached hereto.

3. **Counterparts.** This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Effectiveness of Agreement.** Except as explicitly modified by this Fifth Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.

(Signatures on following pages.)


Fifth Amendment to Agreement for Level III Trauma Center Designation between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective January 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

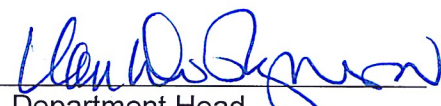
Gregg Hart

By: 
Chair, Board of Supervisors

Date: 1-14-20


RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: 
Department Head

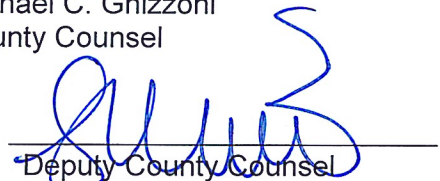
APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

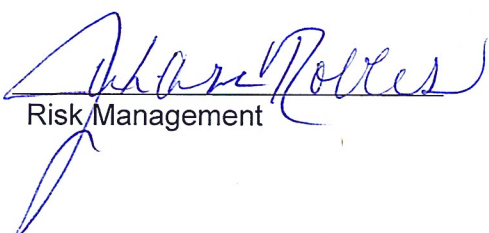
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel


By: 
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

Approved:
Nicholas Clay
EMS Agency Director

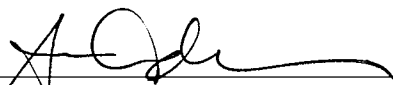
By: 

Fifth Amendment to Agreement for Level III Trauma Center Designation between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective January 1, 2020.

CONTRACTOR:

DIGNITY HEALTH, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION,
DBA, MARIAN REGIONAL MEDICAL CENTER, SANTA MARIA CAMPUS

By:  _____
Authorized Representative

Name: Sue Andersen _____

Title: President/CEO _____

**EXHIBIT A
STATEMENT OF WORK**

January 1, 2020

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

HOSPITAL will provide payment to COUNTY as identified in Exhibit B to support COUNTY in its responsibilities under this Agreement which include: designating and providing an EMS Director, an EMS Medical Director, 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 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. Maintain trauma data collection standards for all designated Trauma Centers. Provide a COUNTY trauma registry system for HOSPITAL registry data submission.
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 System Quality Improvement Committee, provide data to participating hospitals and ensure industry standards are utilized to benchmark the success of the trauma system.
15. Establish and maintain 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/EMSA_Regulations.

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. Include COUNTY in ACS review process, including final interview, and provide a written copy of the findings by the ACS verification site review.
5. Maintain continuous ACS verification and will notify COUNTY immediately if there is any lapse in verification status.
6. Provide appropriate medical staff and services required by HOSPITAL hereunder, regardless of the trauma patient's ability to pay physicians' or other fees.
7. Participate as a member on COUNTY trauma committees, to evaluate and report on the necessity, quality, and level of trauma care services.
8. Maintain designation as a Santa Barbara County EMS Base Hospital.
9. Comply with all relevant Base Hospital and Trauma Center EMS Agency Policies and Procedures.
10. 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.
11. Notify COUNTY immediately of any inability to fulfill requirements set out in this Agreement.
12. Provide trauma data in compliance with the County trauma data registry collection and submission standards.

13. Make clinical rotations available for ongoing training of prehospital personnel (EMTs, paramedics, flight nurses, and critical care nurses), as requested by the EMS Medical Director as part of the EMS Quality Improvement Program.

EXHIBIT B
PAYMENT ARRANGEMENTS
January 1, 2020

HOSPITAL shall pay to COUNTY \$60,523 upon execution of this Amendment for the period January 1, 2020 through December 31, 2020.