

FIRST AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
LEVEL II TRAUMA CENTER DESIGNATION

FIRST AMENDMENT

Effective July 1, 2013

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for Designation as Level II Trauma Center for the period July 1, 2011, through June 30, 2015 (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Santa Barbara Cottage Hospital (hereafter HOSPITAL).

WHEREAS, the Agreement is effective through June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement to include designation for a Level II Pediatric Trauma Center and to adjust compensation; and

WHEREAS, HOSPITAL is designated as a Level II 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 II Trauma Center; and

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

WHEREAS, California state law requires that all designated pediatric trauma centers shall have a written agreement with the local county emergency medical services 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; and

WHEREAS, HOSPITAL has requested and provided documentation through a 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 II Pediatric Trauma Center; and

WHEREAS, COUNTY EMS Agency designated HOSPITAL as a Level II Pediatric Trauma Center on March 4, 2013; and

WHEREAS, HOSPITAL has committed resources to meet Level II Pediatric Trauma Center standards and through the EMS Agency's designation of HOSPITAL, HOSPITAL will be authorized to receive emergency ambulance pediatric trauma patients, and pediatric patients meeting trauma criteria from other facilities; 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, HOSPITAL, desires to amend the existing Agreement with COUNTY to include Level II Pediatric Trauma Center services; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**
 - a. The Agreement Exhibits are amended as follows:

EXHIBIT A shall be replaced in its entirety a new Exhibit A, dated July 1, 2013, referenced herein and attached hereto.

EXHIBIT B shall be replaced in its entirety a new Exhibit B, dated July 1, 2013, referenced herein and attached hereto.

3. **Counterparts.** This First 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 First 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.

First Amendment to Agreement for Level II Trauma Center Designation between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

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

COUNTY OF SANTA BARBARA

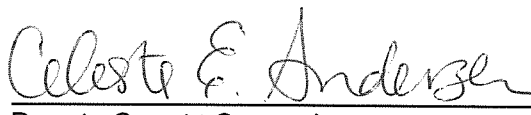
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk


Chair, Board of Supervisors

Date: 8-27-13

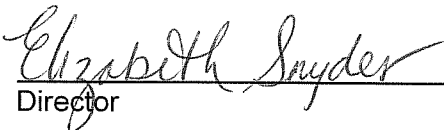
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

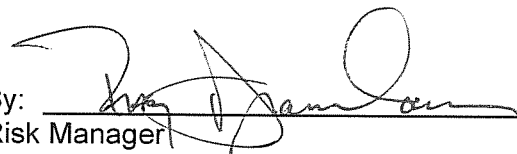
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

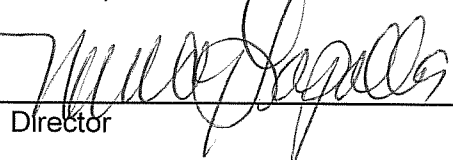
APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: 
Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager


APPROVED:
NANCY LAPOLLA, MPH
DIRECTOR, EMS AGENCY

By: 
Director

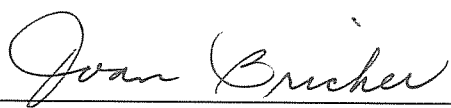
First Amendment to Agreement for Level II Trauma Center Designation between the **County of Santa Barbara** and **Santa Barbara Cottage Hospital**.

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

HOSPITAL

By: 
Steven A. Fellows
Executive Vice President & Chief Operating Officer
Santa Barbara Cottage Hospital

Date: 8-15-13

By: 
Joan Bricher
Sr. Vice President, Finance & Chief Financial Officer
Santa Barbara Cottage Hospital

Date: 8/15/2013

EXHIBIT A
STATEMENT OF WORK

July 1, 2013

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, 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 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 review/evaluation process related to trauma patients, prior to implementation and updates to all EMS stakeholders on new or amended policies.
5. Provide an updated Trauma System 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 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 hospitals receiving emergency ambulance patients and provide HOSPITAL access to the COUNTY trauma registry system for HOSPITAL registry data submission.
8. Monitor and review annually this 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, Trauma System Committee and Regional 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. Maintain a Trauma System, 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.
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. Develop policies and procedures for the distribution and utilization of penalty assessment (Maddy, Pediatric "Richie" Fund) funding for pediatric trauma care according to State law.
20. COUNTY, will participate in the HOSPITAL's American College of Surgeons (ACS) verification review process to ensure HOSPITAL maintains compliance with the California Code of Regulations, Title 22, Division 9, Chapter 7 and all other sections of California law and regulations that pertain to Level II Adult and Pediatric Trauma Center 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 II Adult and Level II Pediatric Trauma Center for all medical services to adult and pediatric 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) for Level II Adult and Pediatric Trauma Care Services.
4. Obtain verification by the American Collage of Surgeons (ACS) as a Level II Adult and Pediatric Trauma Center by June 30, 2015.
5. Include COUNTY in ACS review process and provide a written copy of the findings by the ACS verification site review.
6. Maintain continuous ACS verification and notify COUNTY immediately if there is any lapse in verification status.
7. Provide appropriate medical staff and services required by HOSPITAL hereunder, regardless of the trauma patient's ability to pay physicians' or other fees.
8. Participate as a member on COUNTY trauma committees, to evaluate and report on the necessity, quality, and level of trauma care services.
9. Maintain designation as a Santa Barbara EMS Base Hospital.
10. Comply with all relevant Base Hospital and Trauma Center EMS Agency Policies and Procedures.

11. 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.
12. Notify COUNTY immediately of any inability to fulfill requirements set out in this Agreement.
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
July 1, 2013

HOSPITAL shall pay to COUNTY \$150,000 upon execution of this Amendment for the period July 1, 2013 through June 30, 2014, and HOSPITAL shall pay to COUNTY, \$150,000 on July 15, 2014 for the period of July 1, 2014 through June 30, 2015 as the annual service charge for this term of this Agreement.