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MEMORANDUM OF UNDERSTANDING

Between

County of Santa Barbara

And

Lompoc Valley Medical Center

This Memorandum of Understanding (MOU) is made by and between the County of Santa Barbara, a political subdivision of the State of California (County) by and through its County Health Department (CHD) and Lompoc Valley Medical Center (LVMC), a political subdivision of the State of California, for obstetrics referral services. The parties to this agreement may be referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, COUNTY owns and operates ambulatory clinics in Lompoc, Santa Maria, Santa Barbara, and Carpinteria; and

WHEREAS, LVMC is a recognized leader in a coordinated healthcare delivery system through the provision of superior quality services in a healing environment, and serves as a trusted and accessible presence in the community; and

WHEREAS, LVMC employs California licensed and board-certified Obstetricians/Gynecologists and therefore is able to provide obstetrics prenatal and postpartum care to CHD patients; and

WHEREAS, County has an obligation to provide OB healthcare access; and

WHEREAS, both County and LVMC share a mutual interest in coordinated healthcare service delivery; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the Parties hereto agree as follows:

1. Purpose

This MOU covers Obstetrics (OB) referral services provided by LVMC for CHD patients. CHD and LVMC have a long-standing partnership, in that OB patients of CHD have transitioned their care to LVMC for OB prenatal care and subsequent deliveries. Each organization wishes to better describe and clarify the mutual responsibilities for these referrals. This MOU serves to memorialize the referral process between CHD and LVMC.

2. CHD's Responsibilities - Referral Process

- a) CHD staff, including OB Nursing staff will confirm with the patient, prior to their last visit, if they would like to be transferred to LVMC for continuity of their OB care.
- b) The Release of Information (ROI) form will be signed by the patient during patient's initial Obstetrics Medical Assistant (OBMA) Intake visit.
- c) CHD will ensure patient's signed ROI is on file prior to release of OB records.
- d) Records for patients who request OB service transfer will be sent via Ochinlink and/or faxed to LVMC (North 3rd St) and/or hand-delivered to patient or mailed to the patient.
- e) Prior to, but no later than their last OB visit, CHD will provide the patient with a copy of the referral with the transferring provider's information.
 - 1) If patients do not receive a call within two (2) weeks to schedule an appointment, Patient is responsible to contact the new OB provider's office to follow up. CHD staff, including OB Nursing staff will inform patient of this responsibility.
 - 2) CHD staff will document in the Electronic Health Record the referral has been sent, and that the patient was informed. In alignment with the internal Referral Order Management policy, CHD staff will complete referral follow-up within two weeks to verify that the client has been appropriately linked to care.

3. Uniform Data System (UDS) Performance Reporting

- a) CHD must report all live births born to patients receiving prenatal care, including those with a birth weight below normal. Reports are done annually via UDS report submission as required by the Human Resources and Services Administration (HRSA). CHD is required to obtain birth weight information for all babies, regardless of who performs the delivery, including LVMC
- b) LVMC will provide CHD with UDS data of all live births born to OB CHD patients receiving care at LVMC twice annually. The first 6-month report will cover services from January 1– June 30 and the second annual report will cover services from January 1 through December 31. Each report shall be submitted to CHD no later than 30 days of covered date range.

4. Privacy and Security

- a) As direct service providers of medical services, each Party, as a covered entity, is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. This MOU will be modified as necessary for full compliance with HIPAA.
- b) Any transmission of Protected Health Information (PHI) via fax must be sent to fax machines located in secure areas protected from access by unauthorized staff members, patients, or visitors. Any email transmission using PHI must be sent as an encrypted email.

5. Term and Termination

The term of this MOU is March 10, 2026, through June 30, 2028. If both parties agree in writing, the CHD Director and LVMC may extend this MOU for one additional two-year term through June 30, 2030.

6. Notices

Any notice or consent required or permitted to be given under this MOU 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:

CHD: Paola Hurtado, Division Chief of Primary Care and Family Health
300 N. San Antonio Rd.
Santa Barbara, CA 93110
Phone: (805) 698-2418

LVMC: Yvette Cope, Chief Executive Officer
Lompoc Valley Medical Center
Address: 1515 East Ocean Avenue, Lompoc CA 93436
Phone: (805) 737-3301

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.

7. Other Provisions

- a) For purposes of this MOU, there shall be no monetary obligation on County or LVMC, one to the other.
- b) Any Party may propose amendments to this MOU by providing written notice of such amendments to the other Party. This MOU may only be amended in writing, signed by the Parties.
- c) In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in

connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

- d) County hereby notifies LVMC that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and LVMC agrees to comply with said ordinance.
- e) All Parties to this MOU warrant and represent they have the power and authority to enter into this MOU 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 MOU have been fully complied with. Furthermore, by entering into this MOU, LVMC hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which LVMC is obligated, which breach would have a material effect hereon.

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Memorandum of Understanding between the **County of Santa Barbara** and **Lompoc Valley Medical Center**.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding to be effective on the date executed by the County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:

Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By:

Chair, Board of Supervisors

Date:

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
County Health Department

By: 
Signed by:
CD0E0674C89245C...

Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Signed by:
B881EBAD86D446F...

Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: 
Signed by:
DF54F5666F0C41A...

Risk Management

Memorandum of Understanding between the **County of Santa Barbara** and **Lompoc Valley Medical Center**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on date executed by County.

By: Yvette Cope
Authorized Representative

Name: Yvette Cope

Title: Chief Executive Officer

Date: 02/25/2026