

AGREEMENT FOR SERVICES
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
EMERGENCY MEDICAL SERVICES OVERSIGHT

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 Santa Barbara Cottage Hospital having a principal place of business at Pueblo and Bath, Santa Barbara, California (hereafter HOSPITAL) wherein the parties agree to provide and accept the services specified herein.

WHEREAS, Health and Safety Code Section 1798.100 grants the COUNTY Emergency Medical Services Agency the authority to designate and contract with hospitals to provide medical direction of pre-hospital emergency medical care personnel and medical care, within its area of jurisdiction, as either a Base Hospital or Receiving Hospital; and

WHEREAS, Health and Safety Code Sections 1798.101 through 1798.105 describe the designated hospitals' responsibilities to supervise pre-hospital treatment, triage, transport, advanced life support or limited advanced life support, monitor personnel program compliance by direct medical supervision, and provide pre-hospital personnel training and continuing education; and

WHEREAS, in providing medical direction of pre-hospital emergency medical care for the area defined by the local EMS Agency, hospitals or other entities so designated and contracted with as Base Hospitals or Receiving Hospitals by the local EMS Agency are required to comply with policies and procedures established by the local EMS Agency and approved by the Medical Director of the local EMS Agency pursuant to Health and Safety Code Sections 1797.220 and 1798; and

WHEREAS, in compliance with the above referenced statutes, in 1988 the Santa Barbara County Emergency Medical Services (EMS) Agency entered into written agreements with every local hospital designating it as a Base Hospital, authorizing it to receive emergency ambulance patients, and requiring it to meet certain minimum standards for pre-hospital medical direction, which agreements have been renewed from year to year; and

WHEREAS, the County EMS Agency now desires to update and modify the 1988 agreements with the hospitals to maintain their designation as Base Hospitals and ensure compliance with current standards and requirements;

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 Santa Barbara Cottage Hospital at phone number (805) 682-7111 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: Steven A. Fellows
Executive Vice President & COO
Cottage Health System
Pueblo and Bath
P.O. Box 689
Santa Barbara, CA 93105

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 pre-hospital services to ensure that the highest quality of care is provided to those in need of care. To maintain its designation as a Base Hospital/Receiving Hospital (BH/RH), which qualifies HOSPITAL to receive emergency patients through the 911 system, HOSPITAL agrees to accept the responsibilities set forth below. COUNTY will support HOSPITAL in managing its responsibilities under this Agreement by designating and providing an EMS Director, EMS Medical Director and staff to provide administration of the EMS system with all BH/RHs in the County.

A. HOSPITAL RESPONSIBILITIES

- i. Comply with all EMS Agency policies and procedures (EMS Agency Policy & Procedure Manual is available on the EMS Agency website and a hard copy is located in the Hospital Emergency Department);
- ii. Maintain its license with the State Department of Health Services as a general acute care hospital;
- iii. Provide Emergency Department staff orientation and education on current EMS system issues as well as general training, continuing education, and quality improvement activities to field paramedics and EMTs;
- iv. Assist the EMS Medical Director in the collection of statistics and review of necessary records for program evaluation and compliance;
- v. Maintain all pre-hospital data in a manner consistent with hospital data requirements and provide that the data be integrated with the patient's chart;
- vi. Have the capability to provide medical control through voice communication with field ambulances and to provide, at all times, radio communications with the capability to tape record the communications between the Base Hospital and pre-hospital care personnel;
- vii. Assure that a Base Hospital Physician is available for each Advanced Life Support ("ALS") call by radio or telephone;
- viii. Designate a BH/RH Coordinator (Paramedic Liaison Nurse) who will serve on various EMS committees related to pre-hospital care;
- ix. Designate a BH/RH Medical Director who shall be a physician on the hospital staff, licensed by the State of California and have experience in emergency medical care.

B. COUNTY RESPONSIBILITIES

- i. Monitor and review annually the written agreements between BH/RH to ensure all regulatory requirements are met and the system participants are compliant with State regulations and Santa Barbara County EMS Agency policies and procedures;
- ii. Provide opportunity and advance notification to BH/RH of changes in or implementation of new policies and procedures;
- iii. Provide opportunity for HOSPITAL representation on County Committees including the Emergency Medical Advisory Committee;
- iv. Maintain a countywide radio repeater system for ALS communication with Base Hospitals;
- v. Provide HOSPITAL with forms and dates for pre-hospital personnel monitoring, as available;
- vi. Participate in a consultant capacity to assist HOSPITAL in carrying out the terms, conditions, and intent of this Agreement;
- vii. Maintain the EMS Agency Policy & Procedures Manual and provide updates to all EMS stakeholders on new or amended policies.

C. DISASTER PREPAREDNESS AND RESPONSE

HOSPITAL and COUNTY agree to continue to develop disaster response plans and participate with state and community agencies in training activities, exercises and drills to strengthen emergency preparedness within the County. Drills will include earthquake preparedness, public health disaster, decontamination training, communication systems and patient surge.

COUNTY has provided equipment, pharmaceuticals and medical supplies to HOSPITAL to improve its disaster preparedness and medical surge capability. Hospital agrees to maintain this cache of supplies and comply with EMS Agency policies and procedures relating to rotation and replacement of supplies. COUNTY will continue to provide funds to HOSPITAL when they are available from State and Federal grants to support disaster preparedness and response.

4. **TERM.** The initial term of this agreement shall be for the period of January 1, 2009 through December 31, 2009. This Agreement shall renew from year to year each January 1, for an additional year unless cancelled by either party pursuant to Paragraph 13 of this agreement.

5. **INDEPENDENT HOSPITAL.** HOSPITAL shall perform all of its services under this Agreement as an independent HOSPITAL and not as an employee of COUNTY. 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.

6. **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 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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. This Agreement superseded the prior written agreement entered into between COUNTY EMS and HOSPITAL.

18. **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.

19. **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.

20. **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.

21. **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.

22. **ATTORNEYS' FEES.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in any such action or proceeding.

Agreement for EMS Medical Services Oversight between the **COUNTY OF SANTA BARBARA** and **SANTA BARBARA COTTAGE HOSPITAL**

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

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Auditor-Controller

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

By: _____
Risk Manager

NANCY LAPOLLA, MPH
DIRECTOR, EMS AGENCY

By: _____
Director

ELLIOT SCHULMAN, MD, MPH
PUBLIC HEALTH DEPARTMENT
DIRECTOR/HEALTH OFFICER

By: _____
PHD Director

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

Steven A. Fellows
Executive Vice President & COO
Cottage Health System

By: _____

Date: _____

Contract Summary Form:

Contract Number : _____-_____ - _____ - _____

- D1. Fiscal Year : FY08-09 and on-going
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 041
- D3. Requisition Number..... : n/a
- D4. Department Name..... : Public Health
- D5. Contact Person : Nancy Lapolla
- D6. Phone..... : 681 5264

- K1. Contract Type (check one): Personal Service Capital Project/Construction
 - K2. Brief Summary of Contract Description/Purpose : Emergency Medical Services Oversight: Cottage Hospital
 - K3. Original Contract Amount..... : \$n/a
 - K4. Contract Begin Date : January 1, 2009
 - K5. Original Contract End Date : December 31, 2009
 - K6. Amendment History (leave blank if no prior amendments):n/a
- | <u>Seq#</u> | <u>EffectiveDate</u> | <u>ThisAmndt</u> | <u>AmtCum</u> | <u>AmndtTo</u> | <u>DateNew</u> | <u>TotalAmt</u> | <u>NewEnd</u> | <u>EndDate</u> | <u>Purpose (2-4 words)</u> |
|-------------|----------------------|------------------|---------------|----------------|----------------|-----------------|---------------|----------------|----------------------------|
| | | | | | | | | | |
| | | | \$ | \$ | | \$ | | | |
- K7. Department Project Number.....:

- B1. Is this a Board Contract? (Yes/No)..... : Yes
- B2. Number of Workers Displaced (if any) : n/a
- B3. Number of Competitive Bids (if any) : n/a
- B4. Lowest Bid Amount (if bid)..... : \$n/a
- B5. If Board waived bids, show Agenda Date..... : n/a
- B6. ... and Agenda Item Number..... : #n/a
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : yes

- F1. Encumbrance Transaction Code..... : 1701
- F2. Current Year Encumbrance Amount..... : \$n/a
- F3. Fund Number : n/a
- F4. Department Number..... : 041
- F5. Division Number (if applicable)..... : 13
- F6. Account Number : n/a
- F7. Cost Center number (if applicable) : 6200
- F8. Payment Terms..... : n/a

- V1. Vendor Numbers (A=uditor; P=urchasing):
- V2. Payee/Contractor Name : Cottage Health System
- V3. Mailing Address : Pueblo and Bath; P.O. Box 689
- V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, California 93105
- V5. Telephone Number.....:
- V6. Contractor's Federal Tax ID Number (EIN or SSN) : n/a
- V7. Contact Person..... : Steven A. Fellows
- V8. Workers Comp Insurance Expiration Date:
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :
- V10. Professional License Number : #n/a
- V11. Verified by (name of County staff) : John Eaglesham/Rose Davis
- V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature