

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

FIRST AMENDMENT

Effective July 1, 2015

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for Designation as Level III Trauma Center for the period July 1, 2013, through June 30, 2017 (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 June 30, 2017; and

WHEREAS, the parties desire to amend the Agreement 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; 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 Sections 8 Medical Records and Section 9 Confidentiality are replaced as follows:
 - i. **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, the California Confidentiality of Medical Information Act (Civil Code §§ 56 to 56.37), the Lanterman-Petris-Short Act, The Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-

- ii. **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 in accordance with 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, the California Confidentiality of Medical Information Act (Civil Code §§ 56, to 56.37), the Lanterman-Petris-Short Act, The Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2. 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 COL.JNTY, HOSPITAL shall permit COUNTY to inspect and make copies of medical records of patients served hereunder.

- b. The Agreement Exhibits are amended as follows:

EXHIBIT A shall be replaced in its entirety a new Exhibit A, dated July 1, 2015, referenced herein and attached hereto.

Section 6. FEES, shall be replaced in its entirety a new Exhibit B, dated July 1, 2015, 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 III Trauma Center Designation between the **County of Santa Barbara** and **Marian Regional Medical Center**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2015.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Management

APPROVED:

John Eaglesham
DIRECTOR, EMS AGENCY

By: _____
Director

First 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 First Amendment to be effective July 1, 2015.

CONTRACTOR:

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

By: _____
Authorized Representative

Name: Charles J. Cova

Title: President/CEO

EXHIBIT A
STATEMENT OF WORK

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 Nurse 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. Obtain verification by the American College of Surgeons (ACS) as a Level III Trauma Center by August 30, 2015.
5. Include COUNTY in ACS review process, including final interview, and provide a written copy of the findings by the ACS verification site review.
6. Maintain continuous ACS verification and will 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 County 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. Provide trauma data in compliance with the County trauma data registry collection and submission standards.
14. 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, 2015

HOSPITAL shall pay to COUNTY \$55,000 upon execution of this Amendment for the period July 1, 2015 through June 30, 2016, and HOSPITAL shall pay to COUNTY, \$55,000 on July 15, 2016 for the period of July 1, 2016 through June 30, 2017 as the annual service charge for this term of this Agreement.