

**AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**SANTA BARBARA COTTAGE HOSPITAL**  
for  
**PEDIATRIC TRAUMA CARE "RICHIE" FUND DISTRIBUTIONS**

**FIRST AMENDMENT**  
**Effective July 31, 2019**

**THIS IS THE FIRST AMENDMENT** (hereinafter referred to as First Amendment) to the Agreement entered into by the parties on March 1, 2016 (as amended, the "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California having its principal place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY), and Santa Barbara Cottage Hospital, with an address at 400 West Pueblo Street, Santa Barbara, California 93102-0689 (hereafter HOSPITAL), is effective as of July 31, 2019 ("First Amendment Effective Date").

**WHEREAS**, the Agreement is presently effective through July 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term in accordance with Section 25 thereof; 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.** The Agreement is amended as follows:
  - a. Section 2 **NOTICES** shall remove the County's information and replace it in its entirety with:

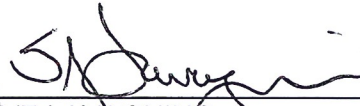
To COUNTY: Nicholas Clay, Director  
Emergency Medical Services Agency  
300 N. San Antonio Road  
Santa Barbara, CA 93110
  - b. Section 4, **TERM** is deleted and replaced in its entirety with:
    4. **TERM.** HOSPITAL shall commence performance on July 31, 2019 and end performance upon completion, but no later than December 31, 2019 unless otherwise directed by County or unless earlier terminated.

- c. **Exhibit B.** Exhibit B shall be deleted and replaced in its entirety with the Exhibit B attached hereto and incorporated herein by reference.
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. **Ratification.** The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

First Amendment to Agreement 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 31, 2019.

COUNTY OF SANTA BARBARA

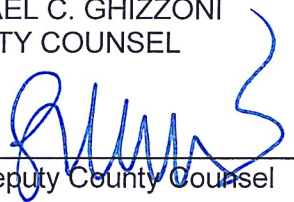
  
\_\_\_\_\_  
STEVE LAVAGNINO  
CHAIR, BOARD OF SUPERVISORS

Date: 8-20-19

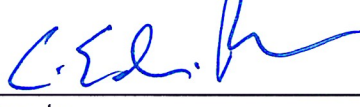
ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
\_\_\_\_\_  
Deputy Clerk


APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
\_\_\_\_\_  
Deputy

APPROVED  
VAN DO-REYNOSO, MPH, PhD  
DIRECTOR  
PUBLIC HEALTH DEPARTMENT

By:   
\_\_\_\_\_  
Director

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

By:   
\_\_\_\_\_  
Risk Manager


APPROVED AS TO FORM:  
NICHOLAS CLAY  
EMS AGENCY DIRECTOR  
PUBLIC HEALTH DEPARTMENT

By:   
\_\_\_\_\_  
EMS Agency Director

First Amendment to Agreement 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 31, 2019.

SANTA BARBARA COTTAGE HOSPITAL

By:   
\_\_\_\_\_  
Brett D. Tande, Senior Vice President & Chief Financial Officer

Date 8-2-19

By:   
\_\_\_\_\_  
Steven A. Fellows, Executive Vice President & COO

Tax ID Number: 95-1644629

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation at Selected Milestones (with attached Richie Fund Expense Plan)

- A. For HOSPITAL services to be rendered under this Agreement, HOSPITAL shall be paid according to the following schedule below. Total contract amount, including cost reimbursements, shall not to exceed \$598,000.
- B. Payment for services and /or reimbursement of costs shall be made upon HOSPITAL's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, HOSPITAL shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from HOSPITAL.

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require HOSPITAL to correct such work or billings or seek any other legal remedy.
- E. Payments subject to funds available in accordance with California Health & Safety Code Section 1797.98a(e), The Pediatric Trauma Fund (Richie's Funds).

Santa Barbara Cottage Hospital Richie Fund Expense Plan Updated 7-1-19

**FY 2015-2016 (March 1 - June 30)**

<b>Injury Prevention (\$25,000)</b>	
Helmets	\$2,500
Car Seats	\$4,000
Sports Related Concussion (mTBI)	\$16,000
Give-aways	\$2,500
<b>Outreach/Education (\$5,500)</b>	
Outreach mileage	\$500
Car Seat Technician Training	\$5,000
<b>Equipment (\$5,000)</b>	
Disaster Supplies	\$5,000
<b>Personnel (\$15,000)</b>	
Pediatric Neurosurgery Specialty Care	\$15,000
<b>TOTAL</b>	<b>\$50,500</b>

**FY 2016-2017**

<b>Injury Prevention (\$41,500)</b>	
Helmets	\$2,400
Car Seats	\$3,000
Sports Related Concussion (mTBI)	\$2,500
Injury Prevention Activities	\$10,000
Pediatric Safety Campaign	\$5,000
Teen Driving Safety	\$15,600
Giveaways	\$3,000
<b>Outreach/Education (\$50,000)</b>	
PCAR Course	\$16,500
Pediatric Conference	\$5,000
Pediatric Trauma Conference	\$11,500
Other outreach/education	\$5,000
Outreach mileage	\$2,000
Paramedic Education	\$10,000
<b>Equipment (\$21,000)</b>	
Pediatric equipment	\$21,000
<b>Personnel (\$100,000)</b>	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$50,000
<b>TOTAL</b>	<b>\$212,500</b>

**FY 2017-2018**

<b>Injury Prevention (\$24,000)</b>	
Injury Prevention Activities	\$20,000
Giveaways	\$4,000
<b>Outreach/Education (\$60,000)</b>	
Pediatric outreach/education	\$40,000
Additional Outreach Funds	\$20,000
<b>Equipment (\$11,000)</b>	
Pediatric equipment	\$11,000
<b>Personnel (\$50,000)</b>	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$0
<b>TOTAL</b>	<b>\$145,000</b>

**FY 2018-2019**

<b>Injury Prevention (\$10,000)</b>	
Injury Prevention Activities	\$10,000
<b>Outreach/Education (\$35,000)</b>	
Pediatric outreach/education	\$35,000
<b>Equipment (\$35,000)</b>	
Pediatric equipment	\$35,000
<b>Personnel (\$50,000)</b>	
Safe Kids Coordinator	\$50,000
Pediatric Neurosurgery Specialty Care	\$0
<b>TOTAL</b>	<b>\$130,000</b>

**FY 2019-2020 (July-Dec)**

<b>Injury Prevention (\$4,800)</b>	
Injury Prevention Activities	\$4,800
<b>Outreach/Education (\$4,800)</b>	
Pediatric outreach/education	\$4,800
<b>Equipment (\$4,800)</b>	
Pediatric equipment	\$4,800
<b>Personnel (\$45,600)</b>	
Safe Kids Coordinator	\$22,800
Pediatric Neurosurgery Specialty Care	\$22,800
<b>TOTAL</b>	<b>\$60,000</b>

<b>GRAND TOTAL FY15/16 - FY19/20</b>	<b>\$598,000</b>
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