

FIFTH AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA COTTAGE HOSPITAL
for
LEVEL I ADULT TRAUMA CENTER DESIGNATION
and
LEVEL II PEDIATRIC TRAUMA CENTER DESIGNATION

FIFTH AMENDMENT

Effective July 1, 2018

THIS IS THE FIFTH AMENDMENT (hereafter referred to as Fifth Amendment) to the Agreement for Designation as Level I Adult Trauma Center and Level II Pediatric Trauma Center for the period July 1, 2018, through June 30, 2019 (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, 2018; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust compensation; and

WHEREAS, HOSPITAL is designated as a Level I Adult Trauma Center and Level II Pediatric 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 I 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

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

1. **Definitions.** Capitalized terms used in this Fifth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The Agreement is amended as follows:
 4. **TERM.** The term of this Agreement shall be for the period of July 1, 2018 through June 30, 2019.
 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: Nicholas Clay
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, A 93102-0689

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 (50 days following their deposit in the U.S. mail.

- b. Exhibit B shall be replaced in its entirety with Exhibit B, dated July 1, 2018, referenced herein and attached hereto.
3. **Counterparts.** This Fifth 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 Fourth 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.

Fifth 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 Fifth Amendment to be effective July 1, 2018.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Das Williams

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, 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:
Nicholas Clay
EMS Agency Director

By: _____

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

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective July 1, 2018.

HOSPITAL

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

Date: _____

By: _____
Brett D. Tande
Sr. Vice President, Finance & Chief Financial Officer
Santa Barbara Cottage Hospital

Date: _____

EXHIBIT B
PAYMENT ARRANGEMENTS

July 1, 2018

HOSPITAL shall pay to COUNTY \$170,818 upon execution of this Amendment for the period July 1, 2018 through June 30, 2019.