

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

**THIRD AMENDMENT**

**Effective July 1, 2018**

**THIS IS THE THIRD AMENDMENT** (hereafter referred to as Third Amendment) to the Agreement for Designation as Level III Trauma Center (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, 2018; and

**WHEREAS**, the parties desire to amend the Agreement extend the term and 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

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

1. **Definitions.** Capitalized terms used in this Third 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: Kerin A. Mase, President & CEO  
Marian Regional Medical Center  
1400 E. Church Street  
Santa Maria, CA 93454

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 Third 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 Third 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.

Third 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 Third 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: \_\_\_\_\_

Third 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 Third Amendment to be effective July 1, 2018.

**CONTRACTOR:**

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

By:	_____
	Authorized Representative
Name:	_____
	Kerin A. Mase
Title:	_____
	President/CEO

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
July 1, 2018

HOSPITAL shall pay to COUNTY \$58,776 upon execution of this Amendment for the period July 1, 2018 through June 30, 2019.