

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COUNTY EMERGENCY MEDICAL SERVICES COOPERATIVE
(SEMSC) and NORTHBAY HEALTHCARE GROUP**

This Memorandum of Understanding ("Agreement") is made on 1/28/22, 2022 between the Solano Emergency Medical Services Cooperative (SEMSC), the entity designated by the Solano County Board of Supervisors as the Local EMS Agency ("Agency"), and NorthBay Healthcare Group ("Hospital"), doing business as NorthBay Medical Center and NorthBay VacaValley Hospital.

1. Recitals

- A. The SEMSC needs to designate the Contractor as a S-T Elevation Myocardial Infarction or STEMI Receiving Center.
- B. The Contractor is willing to provide services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to STEMI Receiving Center Designation Criteria.
- C. The parties agree to the following provisions.

2. Term

- A. The term of this Agreement shall be three (3) years, commencing on **January 1, 2022**. This agreement shall be automatically extended through **12:01 a.m. on January 1, 2025** upon a finding by the SEMSC during year three of this agreement that the Hospital has been in substantial and consistent compliance with the terms of the Agreement and all applicable federal, state, and local laws and regulations, and SEMSC resolutions, regulations, and policies, and upon payment of the annual designation fee.

3. Contractor Agreement

- A. Contractor agrees to accept all SEMSC patients triaged as having STEMIs and transported to hospital and provide appropriate medical management for the victims.
- B. Contractor agrees to abide by all terms set forth in attached Exhibit A, which is incorporated by this reference.
- C. Contractor agrees to remit an annual designation fee; currently twelve thousand dollars (\$12,000), (sum may be adjusted in future years), to the County by January 31st of each calendar year during the term of this agreement.

4. SEMSC Agreement

- A. SEMSC agrees to designate the Contractor as a S-T Elevation Myocardial Infarction Receiving Center for Solano County patients.

5. Insurance

HOSPITAL shall provide to SEMSC written proof of insurance to the SEMSC, and shall notify SEMSC in advance of any changes.

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A. HOSPITAL must maintain the following minimum insurance limits:

- | | | |
|----------------------------|---|---|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Medical Malpractice | \$2,000,000 | per occurrence with twice the aggregate limit and a tail coverage of three (3) years |
| (3) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (4) Cyber Liability | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of SEMSC and/or patients that will be in the care, custody or control of HOSPITAL under this Agreement. |
| (5) Professional Liability | \$2,000,000 | combined single limit per claim and in the aggregate. Tail coverage of (5) years. |
| (6) Worker's Compensation | As required by the State of California. | |

B. If HOSPITAL maintains higher limits than the minimums shown above, SEMSC is entitled to coverage for the higher limits maintained by HOSPITAL. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the SEMSC. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the HOSPITAL under this Agreement.

C. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

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- (1) SEMSC, its officers, officials, agents, employees, and volunteers must be included as additional insureds. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to HOSPITAL's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Agreement, HOSPITAL's insurance coverage must be primary insurance with respect to SEMSC, its officers, officials, agents, employees, and volunteers. Any insurance maintained by SEMSC, its officers, officials, agents, employees, or volunteers is excess of HOSPITAL's insurance and shall not contribute to it.
- (3) HOSPITAL's Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SEMSC in the care, custody, or control of the HOSPITAL. If not covered under the HOSPITAL's Professional Liability policy, such "property" coverage of the SEMSC may be endorsed onto the HOSPITAL's Cyber Liability Policy.
- (4) Should any of the above described policies be cancelled prior to the policies' expiration date, HOSPITAL agrees that notice of cancellation will be delivered in accordance with the policy provisions.

D. Waiver of Subrogation

- (1) HOSPITAL agrees to waive subrogation which any insurer of HOSPITAL may acquire from HOSPITAL by virtue of the payment of any loss. HOSPITAL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of SEMSC for all work performed by HOSPITAL.

6. Indemnification

- A. SEMSC agrees to indemnify and hold harmless Contractor and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of SEMSC, its employees or agents.

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- B. Contractor agrees to indemnify and hold harmless SEMSC, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Contractor, its employees or agents.

SOLANO EMS COOPERATIVE

By  _____
Birgitta Corsello
Chairperson
Solano EMS Cooperative

NORTHBAY HEALTHCARE GROUP

By  _____
Wayne Gietz
President
NorthBay Healthcare Group

APPROVED AS TO FORM


By  _____
Julie Barga
County Counsel

EXHIBIT "A"
SCOPE OF WORK

I. SCOPE OF SERVICES

In consideration of the SEMSC designation of Hospital as a S-T Elevation Myocardial Infarction or STEMI Receiving Center (SRC) as described in Solano Emergency Medical Services (EMS) policy, Hospital shall perform the services identified in this Service Plan without interruption, 24 hours per day, 7 days per week, 52 weeks per year for the full term of this Agreement as set forth below.

- A. Provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities governed in accordance with the terms of Solano EMS Policy Memorandum 6609, STEMI Receiving Center Designation Criteria, "Policy 6609" then in effect, which is incorporated by this reference into this Memorandum of Understanding.
- B. All services provided by the Hospital shall be in strict compliance with applicable State and Federal laws and regulation, and with local ordinances, regulations, resolutions, practices, policies, and procedures established by SEMSC, including Policy 6609.
- C. Accept all Solano County patients triaged as having STEMIs and transported to Hospital and provide appropriate medical management for said victims without regard to the patient's race, color, national origin, religious affiliation, age, sex or ability to pay.

II. HOSPITAL SERVICES

Hospital shall keep in effect the following:

- A. Licensure under California Health and Safety Code Section 1250 et seq;
- B. Permit for Basic or Comprehensive Emergency Medical Services (EMS) pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations;
- C. Cardiac Catheterization Laboratory as a supplemental service pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations;
- D. Intra-aortic balloon pump capability with necessary staffing available;
- E. Priority telephone line to be used by pre-hospital personnel to contact Hospital regarding patients with STEMIs;
- F. Cardiovascular Surgery availability.
 - 1. California permit for cardiovascular surgery, or
 - 2. A plan for emergency transport to a facility with cardiovascular surgery available that describes steps for timely transfer (within 1 hour).

III. HOSPITAL PERSONNEL

Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for patients with STEMIs as outlined in Policy 6609.

IV. PERFORMANCE STANDARDS

Hospital shall strive to meet the following in caring for patients who present to Hospital with identified STEMI as outlined in Policy 6609.

V. HOSPITAL POLICIES & PROCEDURES

Hospital shall develop and implement policies and procedures designed to see that patients presenting to Hospital with Possible STEMI receive appropriate care in a timely manner. Such internal policies shall include:

- A. Definition of patients who shall receive emergent angiography and patients who shall receive emergent fibrinolysis, based on physician decision for individual patients;
- B. Processes by which fibrinolytic therapy and Percutaneous Coronary Intervention (PCI) (including prompt activation of personnel) can be delivered rapidly to meet Performance Standards identified in this contract;
- C. For hospitals without cardiovascular surgery services, written arrangements with a tertiary institution that provides for rapid transfer of patients for any required additional care, including elective or emergency cardiac surgery or PCI.

VI. DATA COLLECTION AND REPORTING

Hospital shall:

- A. Provide patient specific data as outlined in Policy 6609, with respect to all patients transported to Hospital by ambulance with suspected STEMI and patients treated for STEMI at Hospital, within ten (10) business days from date of patient admission;
- B. Facilitate implementation of future data elements related to STEMI system performance improvement activities.

VII. QUALITY IMPROVEMENT

- A. Hospital STEMI Program staff shall participate in the Solano County EMS SRC Quality Improvement (QI) Committee as outlined in Policy 6609;
- B. Allowances for the Solano EMS Agency to participate in the Hospital QI process and/or committee shall be made by Hospital.
- C. Hospital shall maintain a written internal quality improvement plan for STEMI Patients that includes, but is not limited to, the determination and evaluation of:
 - 1. Death rate
 - 2. Complications
 - 3. Sentinel events
 - 4. System issues
 - 5. Organizational issues and resolution processes
- D. Hospital shall support Solano EMS Agency QI activities including educational activities for prehospital personnel.

VIII. DESIGNATION MAINTENANCE

- A. Meet and maintain SRC designation criteria, in accordance with the terms of Policies and in particular Policy 6609.
- B. Provide data as identified in Policy 6609.
- C. Participate in STEMI system PI/QI activities.
- D. Pay an annual redesignation fee, as set forth in paragraph 3C of the Agreement.