

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEMSC and NORTHBAY HEALTHCARE GROUP**

This Memorandum of Understanding ("Agreement") is made on 1/4/2022, 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 County deems necessary designation of Hospital as a Level III Trauma Center.
  - B. The Hospital is willing to provide services, equipment and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Level III Trauma Center Designation Criteria.
  - C. The parties agree to the following provisions:
2. Term
  - A. The term of this Agreement shall be five years commencing at 12:01 a.m. on January 1, 2022 and terminating at 12:01 a.m. on January 1, 2027 unless extended by mutual agreement of the Parties.
3. Hospital Agreement
  - A. Hospital agrees to accept all County patients triaged as having traumatic injuries and transported to hospital and provide appropriate medical management for the victims.
  - B. Hospital agrees to abide by all terms set forth in attached Exhibit A, which is incorporated by this reference.
  - C. Hospital agrees to remit an annual designation fee, payable to Solano County Emergency Medical Services, of \$60,000, (sum may be adjusted in future years) by January 31<sup>st</sup> of each calendar year during the term of this agreement.
  - D. Hospital agrees to subscribe to and pay for expenses incurred for use of *Trauma One* trauma registry.
  - E. Hospital agrees to meet optimal trauma center care standards according to current American College of Surgeons guidelines.
4. County Agreement
  - A. County agrees to designate Hospital as a Level III Trauma Center for Solano County patients.
  - B. County agrees to review and update components of the County's Trauma Plan, as appropriate.
  - C. County agrees to evaluate protocols, policies, and procedures for the County's Emergency Medical Services System, in accordance with applicable chapters of the California Code of Regulations Title 22, Division 9, Chapter 7, Trauma Care Systems, §100263, Level III Trauma Centers, and Division 2.5 of the California Health and Safety Code, and make appropriate changes as necessary.
  - D. County shall notify Hospital when it desires to adopt, change, or modify the protocols, policies, and/or procedures which make up the County Trauma Plan.
  - E. Prior to adopting the protocols, policies, procedures, or amendments, County shall meet and confer with Hospital and provide final drafts prior to adoption and implementation.

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- F. The parties will implement policies, procedures, and/or protocols subsequent to review by the Hospital; unless otherwise required by law.
- G. County will maintain the trauma registry data collection system for the purpose of evaluating and monitoring the County's Trauma Plan. County shall utilize Trauma One software following the execution of this agreement.
- H. County agrees to perform periodic announced and/or unannounced site visits for the purpose of monitoring performance and compliance.
- I. County agrees to attend a committee which monitors, evaluates, and reports on the necessity, quality, and level of trauma care services.
- J. County agrees to review at least semi-annually the Hospital's compliance with this Agreement and all applicable policies, procedures, and regulations.

**5. Insurance**

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

A. HOSPITAL must maintain the following minimum insurance limits:

- |                            |   |   |
|----------------------------|---|---|
| (1) General Liability      | <b>\$2,000,000</b>                      | 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    | <b>\$2,000,000</b>                      | per occurrence with twice the aggregate limit and a tail coverage of three (3) years  |
| (3) Automobile Liability   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (4) Cyber Liability        | <b>\$1,000,000</b>                      | 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 | <b>\$2,000,000</b>                      | 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. |   |

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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:

- (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.

A. 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.
- 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.

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SOLANO EMS COOPERATIVE

NORTHBAY HEALTHCARE GROUP

By \_\_\_\_\_  
Birgitta Corsello  
Chairperson  
Solano EMS Cooperative

By  \_\_\_\_\_  
Wayne Gietz  
President  
NorthBay Healthcare Group

APPROVED AS TO FORM

By \_\_\_\_\_  
Julie Barga  
County Counsel

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**EXHIBIT A  
SCOPE OF  
WORK**

**I. SCOPE OF SERVICES**

In consideration of the County's designation of Hospital as a Level III Trauma Center Hospital shall perform the services identified in this Service Plan without interruption, 24 hours per day, seven 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 according to the Level III Trauma Center Designation Criteria outlined in the California Code of Regulations, Title 22, Division 9, Chapter 7, Trauma Care Systems, §100263, and Division 2.5 of the California Health and Safety Code available at the Emergency Medical Services (EMS) Agency Office and on the internet at <http://www.emsa.ca.gov/laws/default.asp>.
- B. Maintain compliance with all current trauma center care standards set forth by the American College of Surgeons.
- C. 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 the County.
- D. Accept all County patients triaged as having traumatic injuries 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. DATA COLLECTION AND REPORTING TO SOLANO COUNTY EMS AGENCY**

Hospital shall:

- A. Provide identifiable patient and population based data, specified in Solano County Emergency Medical Services policy, with respect to all patients transported to Hospital by ambulance with suspected traumatic injuries and patients treated for trauma at Hospital, within ten (10) business days from date of patient arrival;
- B. Submit quarterly Quality Improvement (QI) Committee Data Reports and annual performance reports in the format outlined in Solano County Emergency Medical Services policy and in accordance with the agreed upon schedule.
- C. Participate by collecting and entering data into Trauma One trauma registry data collection management system;
- D. Facilitate implementation of future data elements identified from trauma system performance improvement activities.

**III. DESIGNATION MAINTENANCE**

- A. Meet and maintain Level III Trauma Center designation criteria.
- B. Provide data as referenced in Section II.
- C. Pay an annual designation fee, currently sixty thousand dollars (\$60,000) (sum may be adjusted in future years) for Level III Trauma Center designation by January 31<sup>st</sup> of each year the agreement is in place.