

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

This Memorandum of Understanding (“Agreement”) is made on August 10, 2021 between Solano Emergency Medical Services Cooperative (SEMSC), the entity designated by the Solano County Board of Supervisors as the Local Emergency Medical Services Agency (“Agency”), and NorthBay Healthcare Group (“Hospital”).

1. Recitals

- A. The provisions of this Agreement are governed in accordance with the terms of Solano Emergency Medical Services Policies, “Policies”, then in effect, as a whole or as individually referenced in this Agreement, which Policies are each incorporated into this Agreement by this reference.
- B. SEMSC needs to designate Hospital as a Primary Stroke Center, governed in accordance with the terms of Solano Emergency Medical Services Policy Memorandum 6613, Solano County Stroke System, “Policy 6613”.
- C. Hospital is willing to provide services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to Primary Stroke Center Designation Criteria, governed in accordance with the terms of Policy 6613.
- D. The parties agree to the following provisions.

2. Term

- A. The term of this Agreement shall be for a period of three (3) years, commencing on **July 1, 2021** and terminating **June 30, 2024**. This Agreement shall be automatically extended for a period of one year, commencing at **12:01a.m. on July 1, 2024** and terminating on **June 30, 2025**, upon a finding by SEMSC during year three of this Agreement that Hospital has been in substantial and consistent compliance with the terms of Agreement, all applicable federal, state, and local laws and regulations, SEMSC resolutions, regulations, and policies, and upon payment of the annual designation fee.

3. Hospital Agreement

- A. Hospital agrees to accept all SEMSC patients triaged as having strokes and transported to Hospital, and to provide appropriate medical management for the patients.
- 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, set forth in Solano Emergency Medical Services Policy Memorandum 3000, “Policy 3000”, to the County by July 31st of each calendar year during the term of this agreement.

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4. 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 | \$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. |

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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 in 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.

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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.

5. Indemnification

- A. HOSPITAL will indemnify, hold harmless and assume the defense of the County of Solano, SEMSC, EMS Agency, their officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from HOSPITAL's operations or from any persons directly or indirectly employed by, or acting as agent for, HOSPITAL, excepting the sole negligence or willful misconduct of the County of Solano, SEMSC, or EMS Agency. Acceptance of insurance required by this Agreement does not relieve HOSPITAL from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by HOSPITAL's performance of its duties under this agreement regardless if any insurance is applicable or not.
- B. The County of Solano, SEMSC, EMS Agency, will indemnify, hold harmless and assume the defense of HOSPITAL, their officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the County of Solano, SEMSC, EMS Agency performance of their obligations under the Agreement or from any persons directly or indirectly employed by, or acting as agent for the County of Solano, SEMSC, EMS Agency, excepting the sole negligence or willful misconduct of HOSPITAL.
- C. It is understood and agreed that the County of Solano, SEMSC, EMS Agency and the HOSPITAL shall NOT be responsible under this Agreement for any damage or liability incurred by reason of any act or omission by the EMT-P Service Providers.

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6. Designation by SEMSC

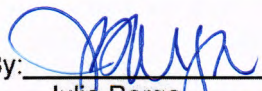
Execution of this agreement by all parties designates HOSPITAL as a Primary Stroke Center.

EXECUTED BY THE PARTIES

By: 
Aimee Brewer
President, NorthBay Healthcare Group

By: 
Birgitta Corsello
Chair, Solano EMS Cooperative

APPROVED AS TO FORM
Solano County Counsel

By: 
Julie Barga
Deputy County Counsel

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**EXHIBIT "A"
SCOPE OF WORK**

1. SCOPE OF SERVICES

In consideration of the SEMSC designation of Hospital as a Primary Stroke Center, described more fully in, and governed in accordance with, the terms of Solano Emergency Medical Services Policies, "Policies", then in effect, as a whole or as individually referenced in this Exhibit A, which Policies are each incorporated into this Exhibit A by this reference. 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 Emergency Medical Services Policy Memorandum 6613, Solano County Stroke System, "Policy 6613".
- B. All services provided by 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.
- C. Accept all Solano County patients triaged as having strokes and transported to Hospital and provide appropriate medical management for said patients without regard to the patient's race, color, national origin, religious affiliation, age, sex or ability to pay.

2. HOSPITAL SERVICES

Hospital shall keep in effect the following:

- A. Licensure as a general acute care hospital in the State of California; and
- B. Permit for basic or comprehensive emergency services; and
- C. The Joint Commission (TJC) Accreditation as a Primary Stroke Center (Should Hospital lose its accreditation, this Agreement shall automatically terminate); and
- D. Established policies, procedures, and protocols for stroke services and quality assurance; and
- E. A multidisciplinary team responsible for the triage, diagnosis, and treatment of the stroke patient, capable of providing assessment and stabilization of the patient within 15 minutes of stroke team activation; and
- F. Ability to provide treatment or arrange transportation to a higher level stroke center or center with neurosurgical capability within two hours of patient arrival; and
- G. Written transfer agreements with receiving stroke centers and acute rehabilitation centers, if rehabilitation services are not provided in-house; and
- H. Dedicated telephone line to be used by pre-hospital personnel to contact Hospital regarding patients with strokes; and
- I. Single call activation system to activate the clinical stroke team directly; and
- J. A process in place for the treatment and triage of simultaneously arriving stroke patients; and

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- K. Hospital agrees to establish and maintain transfer agreements with all non-stroke Solano County hospitals to receive those patients requiring specialty or higher level stroke services expeditiously.

3. HOSPITAL PERSONNEL

Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for patients with strokes, in accordance with the terms of Policy 6613.

4. STROKE CENTER STANDARDS

Hospital shall strive to meet the stroke center standards of care for patients who present to Hospital with identified strokes, in accordance with the terms of Policy 6613.

5. HOSPITAL POLICIES & PROCEDURES

Hospital shall develop and implement written policies and procedures designed to see that patients presenting to Hospital with possible strokes receive appropriate care in a timely manner and detail stroke related performance improvement activities.

6. DATA COLLECTION AND REPORTING

Hospital shall:

- A. Submit stroke data reports and additional data, in accordance with the terms of Policy 6613, with respect to all patients transported to Hospital by ambulance with suspected stroke and patients treated for stroke at Hospital, according to the agreed upon schedule; and
- B. Facilitate implementation of future data elements related to stroke system performance improvement activities.

7. QUALITY IMPROVEMENT

- A. Hospital stroke program staff, including the stroke medical director and stroke program manager, shall participate in the Solano County Emergency Medical Services Advisory Committee, as outlined in Policy 6613; and
- B. Allowances for Solano Emergency Medical Services Agency to participate in Hospital Quality Improvement (QI) process and/or committee shall be made by Hospital; and
- C. Hospital shall maintain a written internal quality improvement plan for stroke 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 Emergency Medical Services Agency Quality Improvement activities including educational activities for prehospital personnel.

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8. DESIGNATION MAINTENANCE

- A. Meet and maintain Primary Stroke Center designation criteria, in accordance with the terms of Policies and in particular, Policy 6613.
- B. Provide data as identified in Section VI, above.
- C. Participate in stroke system quality improvement activities.
- D. Pay an annual designation fee, as set forth in paragraph 3C of the Agreement.