

REINSTATEMENT AND FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE (SEMSC) and NORTHBAY HEALTHCARE GROUP.

This Reinstatement and First amendment to Memorandum of Understanding ("First Amendment") is entered into as of the 10th day of April, 2025 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").

1. Recitals

- A. The parties entered into a Memorandum of Understanding ("Agreement") on January 28, 2022, in which Hospital agreed to provide services, equipment and personnel including maintenance of adequate staffing levels, equipment and facilities according to STEMI Receiving Center Designation Criteria.
- B. The Agreement expired by its terms on January 1, 2025.
- C. The parties desire to reinstate the Agreement and amend it to extend the term and increase the designation fee.
- D. This First Amendment represents a three (3) year extension of the term and an increase in the designation fee to reflect the current fee set forth in Policy Memorandum 3000 (Emergency Medical Services Fees)
- E. The parties agree to amend the Agreement as set forth below.

2. Agreement.

A. Term.

- (1) Section 2.A. is deleted in its entirety and replaced with:

The term of this Agreement is January 1, 2022 through January 1, 2028.

- (2) The following Section 2.B. is added to the Agreement.

Notwithstanding any other provision of the Agreement, SEMSC may suspend this Agreement immediately upon giving written notice to HOSPITAL, if HOSPITAL's license to operate as a STEMI facility is revoked or suspended, or if HOSPITAL fails to meet all requisite statutory regulations, State requirements, and/or applicable EMS policies..

- (3) The following Section 2.C. is added to the Agreement.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause upon providing at least one-hundred twenty (120) calendar days written notice to the other party.

B. Designation Fee

Section 3.C. is deleted in its entirety and replaced with:

Hospital agrees to remit an annual designation fee as set forth in Policy 3000 (Emergency Medical Services Fees), to SEMSC by January 31st of each calendar year during the term of this Agreement.

C. Notice

The following Section 7 is added to the Agreement.

Any notice necessary to the performance of this Agreement shall be given in writing by prepaid first-class mail addressed as follows:

Heather Resseger
SVP Chief Hospital Operations Officer - CNO
1200 B. Gale Wilson Blvd,
Fairfield CA 94533
Email: Heather.Resseger@Northbay.org
Phone Number: 707-646-5004

3. Effectiveness of Contract.

The parties hereby reinstate the Agreement, as amended by this First Amendment, and agree and confirm that the Agreement, as so amended, is and shall be in full force and effect as if it had never expired and is binding upon the parties and their respective successors and assigns in accordance with its terms. Except as set forth in this First Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

NORTHBAY HEALTHCARE GROUP

By 

Bill F. Emlen, County Administrator
County Administrator's Office

By 

Heather Resseger
SVP Chief Hospital Operations Officer - CNO
NorthBay Healthcare Group

APPROVED AS TO FORM

By 
Julie A. Barga
Deputy County Counsel