

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOLANO COUNTY EMERGENCY MEDICAL SERVICES COOPERATIVE (SEMSC)
and KAISER FOUNDATION HOSPITAL VALLEJO**

This Memorandum of Understanding (“Agreement”) is made effective as of January 1, 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 Kaiser Foundation Hospital Vallejo (“Hospital”).

1. Recitals

- A. The SEMSC needs to recognize Hospital as an Emergency Department Approved for Pediatrics center (EDAP).
- B. The Hospital is willing to provide services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EDAP center Criteria.
- C. The parties agree to the following provisions.

2. Term

- A. The term of this Agreement shall be three years, commencing on January 1, 2022. This Agreement shall be automatically extended through 12:01 a.m. on January 1, 2026 upon a finding by 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 renewal fee.
- B. 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 general acute care hospital, or its permit to operate basic or comprehensive emergency services, is revoked or suspended.
- C. 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.

3. Hospital Agreement

- A. Hospital agrees to accept all County pediatric patients transported to hospital and provide appropriate medical management for the patients.
- B. Hospital agrees to abide by all terms set forth in Policy Memorandum 7300, Emergency Department Approved for Pediatrics (EDAP) – Specialty Center Designation, “Policy 7300”.
- C. Hospital agrees to submit an annual designation fee; currently six thousand dollars (\$6,000), (sum may be adjusted in future years), to the SEMSC by December 31st of each calendar year during the term of this agreement.

4. SEMSC Agreement

- A. SEMSC agrees to designate the Hospital as an Emergency Department Approved for Pediatrics (EDAP) center for Solano County pediatric patients.

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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 | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. 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. |
| (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. 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

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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) 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 all rights of subrogation against SEMSC for losses arising from work performed by HOSPITAL, its employees or agents, under the terms of this Agreement. 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 Hospital 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. Hospital 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 Hospital, its employees, or agents.
- 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.

[Signature page follows.]


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Executed by the parties:


Solano EMS Cooperative

Kaiser Foundation Hospital Vallejo

By 
Birgitta Corsello
Chairperson
Solano EMS Cooperative

By 
Norair Jemjemian
Senior Vice President/Area Manager
Kaiser Napa/Solano

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 SEMSC designation of Hospital as an Emergency Department Approved for Pediatrics (EDAP) Center as described in Solano Emergency Medical Services (Solano 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 7300, Emergency Department Approved for Pediatrics (EDAP) – Specialty Center Designation, "Policy 7300".
- 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 7300.
- C. Accept all Solano County pediatric emergency patients 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, in accordance with the terms of Policy 7300:

- 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. Established policies, procedures, and protocols for EDAP services and quality assurance;
- D. Written interfacility consult and transfer agreement with a Pediatric Critical Care Center (PCCC) and a California Children Services (CCS) approved Level II or Level III Neonatal Intensive Care Unit (NICU).

III. Hospital Personnel

Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for pediatric emergency patients, in accordance with the terms of Policy 7300.

IV. EDAP Center Standards

Hospital shall strive to meet the EDAP center standards of care for pediatric emergency patients who present to Hospital, in accordance with the terms of Policy 7300.

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V. Hospital Policies & Procedures

Hospital shall develop and implement policies and procedures designed to see that pediatric emergency patients presenting to Hospital receive appropriate care in a timely manner, in accordance with the terms of Policy 7300.

VI. Data Collection and Reporting

Hospital shall:

- A. Submit pediatric emergency patient specific data and additional data, in accordance with the terms of Policy 7300, with respect to all pediatric emergency patients transported to Hospital by ambulance, according to the agreed upon schedule;
- B. Facilitate implementation of future data elements related to EDAP system performance improvement activities.

VII. Quality Improvement

- A. Hospital EDAP Program staff shall participate in the Solano EMS PI/QI meetings, in accordance with the terms of Policy 7300.
- B. Allowances for the Solano EMS to participate in the Hospital PI/QI process and/or committee shall be made by Hospital.
- C. Hospital shall maintain a written internal quality improvement plan for EDAP Patients that includes, but is not limited to, the determination and evaluation of:
 - 1. Deaths
 - 2. Cardiopulmonary and/or respiratory arrests, including all pediatric intubations
 - 3. Suspected child/minor abuse or neglect
 - 4. Transfers to and/or from another facility
 - 5. Trauma admissions from the ED
 - 6. Operating room admissions from the ED
 - 7. Admissions from the ED to any inpatient units where pediatric patients may be admitted
 - 8. Select repeated visits to the ED
 - 9. Patient safety including adverse events involving medication delivery
- D. Hospital shall document and monitor pediatric education of EDAP staff, including but not limited to, pediatric clinical competency evaluations in accordance with the terms of Policy 7300.
- E. Hospital shall support Solano EMS PI/QI activities including educational activities for prehospital personnel.

VIII. Designation Maintenance

- A. Meet and maintain EDAP center designation criteria, in accordance with the terms of Policies and in particular Policy 7300.
- B. Provide data as identified in Policy 7300.
- C. Participate in EDAP system PI/QI activities.
- D. Pay an annual designation fee, as set forth in paragraph 3C of the Agreement.