

**SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE
BASE HOSPITAL AGREEMENT**

(Non-Trauma)

THIS AGREEMENT is made and entered into this 1st day of May, 2020,

by and between SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE
(hereafter "SEMSC"),

And NORTHBAY HEALTHCARE GROUP
(hereafter "HOSPITAL").

SEMSC and HOSPITAL are hereafter referred to as the "Parties."

WHEREAS, pursuant to the authority granted under the Emergency Medical Services (EMS) and Prehospital Emergency Medical Care Personnel Act (Health and Safety Code, Section 1797, et seq.), SEMSC maintains an EMS system providing services utilizing field personnel, including Paramedics, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during inter-facility transfer, while in the emergency department of a general hospital, until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital; and

WHEREAS, SEMSC is responsible for designation and approval of base hospitals; and

WHEREAS, HOSPITAL meets the following licensure and permit requirements as specified in the California Code of Regulations, Title 22, Division 9, Chapters 3 and 4:

- A. Is licensed by the State Department of Public Health as a general acute care hospital; and
- B. Possesses a special permit for Basic or Comprehensive Emergency Medical Care pursuant to the provisions of Division 5; and

WHEREAS, HOSPITAL, by its licensure and permit qualifications as stated above and the execution of this Agreement, shall be a SEMSC designated base hospital (hereafter "Base Hospital"); and

WHEREAS, the parties wish to cooperate with each other and with paramedic provider agencies in the joint development and operation of an EMS system in Solano SEMSC to efficiently and appropriately meet the needs of Solano County residents and visitors for high quality Advanced Life Support (ALS) services; and

WHEREAS, a physician in the Base Hospital's emergency department, under the direction of a Base Hospital medical director, and with the assistance of registered nurses, exercises control over the delivery by paramedics of certain emergency care services in the field by provision of verbal medical instructions over a radio or commercial telephone; and

WHEREAS, a Base Hospital supervises prehospital triage, treatment, patient destination, and ALS, and monitors personnel program compliance by providing medical direction; and

WHEREAS, a Base Hospital utilizes and maintains two-way telecommunications equipment, as part of the SEMSC's EMS Communications System as specified by the local EMS Agency, capable of direct two-way voice communication with the ALS units assigned to the Base Hospital; and

WHEREAS, the parties desire to carry out their respective obligations under this Agreement in an efficient, cost-effective manner; and

WHEREAS, this Agreement is authorized by Health and Safety Code Sections 1797.58 and 1798.100, and Title 22, California Code of Regulations, Section 100168.

THEREFORE, the Parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the operation of each party's component of the EMS delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the SEMSC. Its purposes are to establish, in a manner reflective of that cooperative basis, the specific duties and responsibilities of the parties with respect to the matters addressed herein and to provide mechanisms and procedures for (a) resolution of disputes, (b) communications regarding the operation of the system, (c) consideration of future development of the system in response to change in circumstances, (d) interaction with other system participants, and (e) quality improvement.
2. TERM:
 - a. The term of this Agreement shall be five (5) years, commencing on July 1, 2020.
 - b. This Agreement shall be automatically extended on July 1, 2025 for one year through 12:01 a.m. on June 30, 2026, upon a finding by SEMSC during year five of this Agreement that HOSPITAL has been in substantial and consistent compliance with the provisions of this Agreement. SEMSC shall provide 90 days written notice to HOSPITAL before the date of extension in the event the designation is not extended or renewed.
 - c. EMS Agency staff shall review this Agreement as appropriate to ensure compliance with aforementioned statutes and regulations.
 - d. Notwithstanding any other provision of this 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.
 - a. 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. RESPONSIBILITIES OF SEMSC: SEMSC shall coordinate the countywide aspects of the EMS system and maintain and operate SEMSC components of the communications system, to include assignment of frequencies and private line tones.
 - a. General Requirements:
 - i. Policies and Procedures
 1. Establish policies and procedures consistent with Federal, State, and local laws, regulations, and standards to assure medical control of Advanced Life Support (ALS) personnel.
 2. Review and revise policies as needed.
 - ii. Pre-hospital Care Liaison
 1. Designate one or more individuals within the local EMS Agency with the primary responsibilities of reviewing, monitoring, communicating, and coordinating matters affecting ALS delivery systems. Designated individuals shall periodically attend HOSPITAL's continuing education programs, field care audits, and meetings related to the EMS system.

4. RESPONSIBILITIES OF HOSPITAL:
 - a. General Requirements:
 - i. Be licensed by the California Department of Public Health (CDPH) as a general acute care hospital.
 - ii. Be accredited by The Joint Commission (TJC).
 - iii. Have a special permit for Basic or Comprehensive Emergency Medical Services pursuant to the provisions of Title 22, Division 5, California Code of Regulations.
 - iv. Satisfy the requirements of Title 22, California Code of Regulations, Section 100168.
 - v. Physician and Nurse Liaisons
 1. Designate one or more Emergency Physicians within HOSPITAL to represent base hospital operations and coordination at various events (e.g. committee meetings, exercises, training sessions, etc.).
 2. Designate one or more Emergency Nurses within HOSPITAL to assist Physician Liaison with coordination and oversight of Base Hospital activities.
 - b. Standards and Protocols: HOSPITAL shall implement, monitor, adhere to, and abide by applicable Federal, State, and Local laws, statutes, regulations, resolutions, ordinances, as well as policies and procedures of SEMSC related to the services performed by HOSPITAL under the terms of this agreement.
 - i. Data collection
 1. Receiving Hospital Outcome Data
 2. Participate in data collection and submission as required by SEMSC.
 - c. HOSPITAL agrees to remit the current annual designation fee to the SEMSC by July 31st of each year during the term of this agreement.
 - i. Nothing in this Agreement shall prohibit HOSPITAL from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray HOSPITAL costs associated with providing EMS services, including data collection.

Nothing herein, however, requires reimbursement or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray costs.

- d. Availability of Records: HOSPITAL shall submit copies of all records, audio recordings, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system at the request of representative of SEMSC. Records obtained from HOSPITAL may be used for, but are not limited to, audit, investigation, or statistical analysis.
- e. Record retention
 - i. HOSPITAL shall retain the receiving hospital copy of the prehospital Patient Care Report (PCR) form for a minimum of seven (7) years and include such reports with patient charts for patients brought to HOSPITAL as part of the EMS system.
 - ii. HOSPITAL shall retain all audio recordings and logs for seven (7) years.
- f. Communication between Base Hospital and Receiving Hospital
 - i. HOSPITAL shall communicate all appropriate EMS patient management information to the receiving hospital to which a patient is directed as a result of radio or telephone communications response.
- g. Base Hospital Physicians: HOSPITAL shall always have at least one (1) full-time emergency department physician on duty. Such emergency department physician shall be responsible for prehospital management and providing on-line medical direction to EMS providers regarding patient care and patient destination.
- h. Communication Equipment
 - i. Have and agree to utilize and maintain at HOSPITAL's expense two-way telecommunications equipment (including redundant communications) as specified by the SEMSC to include the capability of direct two-way voice communication with the pre-hospital care providers in their assigned service area. This requirement may be satisfied with the use of cellular phones by EMS providers and telephones at the base hospital.
 - ii. Operate all radio equipment (if applicable) in accordance with any and all applicable governmental regulations and with the procedures and protocols established by the SEMSC, Health Officer and EMS Medical Director.
 - iii. Assure that every call conducted by radio or dedicated telephone line is recorded using a voice activated recording system that shall record all EMS communication. Recordings shall be maintained for a minimum of 100 days to be used strictly for education purposes, audits, and case reviews, or to be made available upon request to SEMSC personnel for quality assurance activities.
 - iv. Provide timely reports of any radio/telephone/telemetry problems to the appropriate radio maintenance HOSPITAL and provide written documentation of same to SEMSC.
- i. Education
 - i. HOSPITAL shall provide or cause to be provided EMS pre-hospital personnel access to training and continuing education in accordance with SEMSC policies and protocols.

- ii. Ensure all HOSPITAL employees are oriented to the Base Hospital role and pertinent SEMSC policies and procedures.
- iii. To the greatest extent possible, provide clinical experience with supervision for paramedic trainees and paramedics, both during initial training and for continuing education. Clinical experience shall include, but not be limited to: direct patient care (e.g. patient assessment), clinical skills experience (e.g. intubation, intramuscular injections, intravenous therapy), and orientation to specialty service areas (e.g. surgery, anesthesia, recovery, obstetrics, Intensive Care Unit, Critical Care Unit, emergency department, pediatrics, respiratory therapy, and clinical laboratory).
- j. Compliance
 - i. All services provided by the HOSPITAL shall be in strict compliance with applicable State and Federal laws and regulations, and with local ordinances, regulations, resolutions, practices, policies, and procedures, established by SEMSC.

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, 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

i. 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.

d. Waiver of Subrogation

i. 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.

ii. 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. 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.

7. Designation by SEMSC

- a. Execution of this agreement by all the parties designates HOSPITAL as an approved Base Hospital by SEMSC.

EXECUTED BY THE PARTIES

By: Aimee Brewer
Aimee Brewer
President, NorthBay Healthcare Group

4/30/2020
Date

By: Seth Kaufman
Seth Kaufman, M.D.
Chief Medical Officer, NorthBay Healthcare Group

4/30/2020
Date

By: Birgitta E. Corsello
Birgitta E. Corsello
Chair, SEMSC

5/1/2020
Date

APPROVED AS TO FORM:

Solano County Counsel

By: Jo Ann Iwasaki Parker
Jo Ann Iwasaki Parker
Deputy County Counsel

4/30/2020
Date