

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2025, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital (hereinafter "Hospital"), which maintains an acute-care hospital located in Santa Rosa, California.

RECITALS

WHEREAS, County has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code ("Health and Safety Code") and has designated the County of Sonoma Department of Health Services, Public Health Division as the local Emergency Medical Services Agency, hereinafter referred to as "EMS Agency" pursuant to Section 1797.200 of the Health and Safety Code;

WHEREAS, in the judgment of EMS Agency, a need exists for a base hospital to serve the EMS system in the County of Sonoma;

WHEREAS, Hospital is owned and operated by Saint Joseph Health System, a California non-profit, public-benefit corporation;

WHEREAS, Hospital desires to act as a base hospital in Sonoma County;

WHEREAS, EMS Agency has designated Hospital as a base hospital pursuant to Section 1798.100 of the Health and Safety Code;

NOW THEREFORE, County and Hospital agree that Hospital shall be a base hospital to provide medical control and direction to advanced life support (ALS) prehospital EMS units pursuant to the terms and conditions contained herein.

1. Term of Agreement

The term of this Agreement shall be July, 1, 2025 to June 30, 2035. The term will cover the following fiscal years: 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, and 2034-2035. Each fiscal year is recognized as commencing July 1 and ending June 30. This agreement shall expire at 11:59 p.m. on June 30, 2035, unless otherwise extended or unless terminated earlier in accordance with the provisions of Section 6 below.

2. Payment

2.1. Initial Designation Process Fee

Hospital shall reimburse County for reasonable costs incurred as a result of designating and regulating Hospital as a base hospital in accordance with the Emergency Medical Services Act, Health and Safety Code Section 1797 et seq. as set forth below. The first fiscal-year Hospital fee, based on the anticipated reasonable costs of regulating the base hospital, shall be \$56,715.

2.2. Annual Base Hospital Costs

For each consecutive fiscal year during the term of this Agreement, Hospital shall issue payment to County in the amount of the previous fiscal year's fee plus 3% OR the Consumer

Price Index for December of the invoiced fiscal year, for the San Francisco-Oakland-San Jose, California area, whichever is greater.

2.3. Payment of Fees

County shall submit an invoice to Hospital once each fiscal year, normally in April. The invoiced fee is payable within 30 days of receipt of invoice. At its discretion, County may suspend Hospital's designation whenever payment of a fee is more than 10 days overdue, and may revoke Hospital's designation whenever the payment of a fee is more than 90 days overdue.

3. Scope of Services

3.1. Hospital's Specified Services

Hospital shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. Cooperation with County

Hospital shall cooperate with County and County staff in the performance of all work hereunder.

3.3. Performance Standard

Hospital shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Hospital's profession. County has relied upon the professional ability and training of Hospital as a material inducement to enter into this Agreement. Hospital hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Hospital's work by County shall not operate as a waiver or release. If County determines that any of Hospital's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Hospital to meet with County to review the quality of the work and resolve matters of concern; (b) require Hospital to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. Administration

The EMS Agency Director or designee shall administer this Agreement on behalf of County and EMS Agency. EMS Agency shall audit and inspect records, monitor Hospital's services, and provide technical guidance as required. Hospital's Chief Executive Officer or designee shall administer this Agreement on behalf of Hospital.

5. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Hospital's performance as a base hospital. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, and records, all to the maximum extent permitted by law.

6. Termination

6.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement upon 30 days' written notice to Hospital.

Hospital may terminate this agreement at any time and for any reason by serving written notice upon the other party at least 90 days prior to the effective date of such termination.

6.2. Termination for Cause

County may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events as determined by EMS Agency:

- Any material breach of this Agreement by Hospital.
- Any violation by Hospital of any applicable laws, regulations, or local ordinances.
- Submission by Hospital to EMS Agency reports or information that Hospital knows or should know is incorrect in any material respect.
- Loss or suspension of licensure as an acute-care hospital, loss or suspension of any existing or future special permits issued by State or Federal agencies necessary for the provision of the services provided by Hospital under the terms of this Agreement.
- Any failure to comply with a plan of correction imposed by EMS Agency.
- Repeated failure to submit specified reports, data, or other information required under this Agreement.

6.3. Opportunity to Cure

Prior to the exercise of County's right to terminate for cause, County shall give Hospital at least 30 days' written notice (hereinafter "Correction Period"), specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. County may shorten the Correction Period to no less than 7 days if County determines that Hospital's action or inaction has seriously threatened or will seriously threaten public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of County, or County has not approved a plan of correction within the Correction Period, County may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination. No opportunity to cure is required prior to County's termination of this Agreement for failure by Hospital to complete any plan of correction imposed by County.

6.4. Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Article 8 (Records Maintenance), (2) Article 10 (Right to Audit, Inspect, and Copy Records), (3) Article 12 (Indemnification), (4) Article 18 (Confidentiality), and (5) Section 24.5 (Applicable Law and Forum).

6.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

7. Financial Responsibility

County and EMS Agency shall not be liable for any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this Agreement.

8. Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, and shall make such documents and records available to EMS Agency for inspection at any reasonable time. Hospital shall maintain such records for a period of 7 years following completion of work hereunder.

9. Ownership of Information

Patient statistical information furnished to EMS Agency pursuant to this Agreement shall be the property of EMS Agency.

10. Right to Audit, Inspect, and Copy Records

Hospital agrees to permit EMS Agency and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Hospital under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Hospital shall supply copies of any and all such records to EMS Agency. In those situations required by applicable law(s), Hospital agrees to obtain necessary releases to permit EMS Agency, governmental agencies, or accrediting agencies to access patient medical records.

11. Data and Reports

Hospital shall submit reports as requested by EMS Agency in a format to be determined by EMS Agency from time to time.

12. Indemnification

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Hospital, that arise out of, pertain to, or relate to Hospital's performance or obligations under this Agreement. Hospital agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Hospital's performance or obligations under this Agreement. Hospital's obligations under this Article apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Hospital's expense, subject to Hospital's approval, which shall not be

unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. Insurance

With respect to performance of work under this Agreement, Hospital shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit E (County's Insurance Requirements of Hospital), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit E").

14. Conflict of Interest

Hospital covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Hospital further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by EMS Agency, Hospital shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with EMS Agency disclosing Hospital's or such other person's financial interests.

15. Responsibility for Costs

All costs or expenses incurred by Hospital by reason of this Agreement with respect to the acquisition of equipment or personnel or with respect to the provisions of patient care services, including emergency patient care services of all types and description provided to patients who would not have been treated by Hospital in the absence of this Agreement, are the responsibility of Hospital and are not the responsibility of EMS Agency, County, or any other county which has designated an EMS Agency pursuant to Health and Safety Code Section 1797.200.

16. Compliance

Hospital shall comply with applicable Federal, State, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority and EMS plans, EMS policies and protocols established by EMS Agency, legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. Hospital shall keep in effect any and all licenses, permits, notices, and certificates that are required for its operations.

17. Nondiscrimination

Without limiting any other provision hereunder, Hospital shall comply with all applicable Federal, State, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

18. Confidentiality

The parties understand and agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement in accordance with all applicable Federal and State statutes and regulations and local ordinances, and which shall not be released to any third party except as required by law. This article shall survive termination of this Agreement.

19. Sanctioned Employee

Hospital agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Hospital agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Hospital does employ such individual(s) or entity(ies), Hospital agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

20. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

To: County:	Attn: Bryan Cleaver EMS Regional Administrator Coastal Valleys Emergency Medical Services Agency 463 Aviation Blvd., Suite 100 Santa Rosa 95403 707.565.6505 Bryan.Cleaver@sonoma-county.org
To Hospital:	Scott Rocco Emergency Department Manager St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital 1165 Montgomery Drive Santa Rosa CA 95405 760-672-6989 scott.rocco@providence.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

21. Assignment

Hospital shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until EMS Agency shall have so consented.

22. Relationship of the Parties

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of Hospital. The parties intend that Hospital, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which the work is performed. Hospital is not to be considered an agent or employee of County or EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits that County or EMS Agency provides its employees. In the event that County exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

23. Administrative Appeal

If Hospital so requests in writing at any time before the effective date of the proposed action, EMS Agency shall afford Hospital a hearing before an impartial panel appointed by the EMS Agency Director. The panel shall include three members, all of whom have experience in health care, and at least one of whom is a physician experienced in emergency care. The panel shall hold an informal hearing not more than 30 days after Hospital's request. Each party may submit oral or written evidence, but formal rules of evidence shall not apply. Discovery may be permitted by the panel, and shall be limited in scope at the panel's discretion. Not more than 30 days after the conclusion of the hearing, the panel shall evaluate the evidence and make written findings and conclusions. All findings must be supported by the evidence, and the conclusion(s) supported by the findings. Each party shall bear its own costs. The decision of the panel shall be final.

24. Miscellaneous Provisions

24.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

24.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Hospital and EMS Agency acknowledge that they have each contributed

to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Hospital and EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

24.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

24.4. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

24.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought to and tried in Santa Rosa or the forum nearest to the city of Santa Rosa in the County of Sonoma.

24.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by County.

24.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

24.9. Counterparts and Electronic Copies

The parties agree that, where applicable, this Agreement may be executed in counterparts, together which when executed by the requisite parties shall be deemed to be a complete original agreement. An electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement or counterpart, shall be deemed, and shall have the same legal force and effect as, an original document.

24.10. Compliance with County Policies and Procedures

Hospital agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

24.11. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

HOSPITAL:

Scott Ciesielski, CAO
St. Joseph Health Northern California LLC dba Providence Santa Rosa Memorial Hospital

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

[Redacted] signed on behalf of Joshua Fabugais
Privacy & Security Officer or Designee

04/22/2025
Dated

Exhibit A. Scope of Work**General Provisions**

1. Prehospital EMS provider agencies participating in the local EMS system shall be assigned to Hospital by EMS Agency for the purposes of medical control pursuant to the provisions of the Health and Safety Code and local EMS policies and procedures.
2. Assignment of prehospital EMS provider agencies to Hospital shall be made upon mutual agreement of Hospital, EMS Agency, and the prehospital EMS provider agency.
3. Hospital may enter into any agreement with an assigned prehospital EMS provider agency for medical control services that they mutually deem necessary. Any such agreements shall be subject to the approval of EMS Agency.
4. Prehospital EMS provider agencies participating in the local EMS system shall be responsible to County and EMS Agency under the applicable provisions of the Health and Safety Code, Sonoma County Code, and local EMS Agency policies and procedures.
5. The parties agree that this agreement shall be non-exclusive and that County may enter into a similar agreement with other entities pursuant to State law and regulation and consistent with the terms contained within this Agreement.

County Responsibilities

1. County's responsibilities under this Agreement shall be carried out by the Director of the Department of Health Services, the Health Officer, the Regional EMS Manager, and the EMS Medical Director.
2. EMS Agency shall establish program criteria, operational policies, and medical protocols in conformity with applicable Federal, State, local laws and regulations, and accepted EMS system standards. Such criteria and protocols shall be developed with consultation from Hospital.
3. EMS Agency shall accredit and certify personnel for participation in the EMS system in accordance with State statutes and regulations and local EMS policies and procedures.
4. EMS Agency shall monitor the base hospital medical control program, hereinafter referred to as "program", for adequacy of services and medical quality improvement in cooperation with Hospital in an ongoing evaluation of the EMS system.
5. EMS Agency shall maintain confidentiality of all patient-specific information and quality improvement information and records provided for review and audit purposes to the fullest extent available under the law.
6. EMS Agency shall designate a physician to function as the EMS Medical Director.
7. EMS Agency shall provide support and education to the receiving hospital for the designated inter-hospital communications system (i.e., EMS Systems).
8. EMS Agency shall manage any state funded programs for uncompensated care and distribute funds accordingly.

Hospital Responsibilities

1. Hospital shall maintain a basic emergency medical service meeting the requirements established in Title 22 of the California Code of Regulations.
2. Hospital shall be responsible for complying with all applicable requirements of Division 2.5 of the Health and Safety Code and County Ordinance or successor statutes, regulations, and codes.
3. Hospital shall follow all policies and medical protocols established by EMS Agency pursuant to Division 2.5 of the Health and Safety Code or successor statutes. Medical control shall not be provided to other than assigned units or personnel in the course of normal operations.
4. Hospital shall staff its emergency department in conformance with the Joint Commission on Accreditation of Hospitals Standard II Accreditation Manual, 1984 or its latest updating.
5. Hospital shall, subject to the approval of the EMS Medical Director, designate one physician to serve as On-Line Medical Director. The On-Line Medical Director shall be certified by the American Board of Emergency Medicine and shall provide the services and functions described in the EMS Agency Policy Manual and Exhibit B (On-Line Medical Director), attached herein and incorporated by reference.
6. Hospital shall maintain a physician to provide medical control and direction to prehospital personnel. Base hospital physicians shall meet the standards described in Exhibit C (Base Hospital Physicians), attached herein and incorporated herein by reference.
7. Hospital shall appoint one registered nurse as Prehospital Liaison Nurse. The Prehospital Liaison Nurse shall meet the standards and provide the services and functions described in Exhibit D (Prehospital Liaison Nurse), attached herein and incorporated herein by reference.
8. Hospital shall train or have trained emergency department physicians to provide on-line medical control and direction, guidance, and assistance to prehospital personnel in accordance with State and local laws and regulations and EMS policies and procedures.
9. Hospital shall allow only authorized personnel as described herein to provide on-line medical control and direction.
10. Hospital shall orient all affected hospital employees, contractors, and agents to the Coastal Valleys EMS system, including all applicable EMS policies and procedures.
11. Hospital shall direct patient transport based entirely on objective analysis of patient needs and point-of-entry protocols and shall make no effort to obtain institutional or commercial advantage through use of transport instructions and hospital assignments.
12. Hospital shall participate in the patient destination review process as set forth by EMS Agency policies and procedures.
13. Hospital shall actively participate in the Sonoma County Emergency Medical Care Committee.

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14. Hospital shall fully participate and cooperate with any and all local EMS quality assurance/improvement programs as currently exist or as may be adopted pursuant to local EMS policies and procedures.
 15. Hospital shall completely and accurately complete all appropriate forms and records of the advanced life support and emergency ambulance program, cooperate with EMS Agency in the collection and analysis of patient care and other data necessary to an ongoing evaluation of prehospital care and emergency ambulance operations, and provide records and other necessary information to the EMS Agency Medical Director or designee for assessment of emergency ambulance services.
 16. Hospital shall conduct continuing education sessions, supervise, and when necessary, immediately critique prehospital runs, and develop and schedule base hospital training programs in accordance with EMS Agency requirements. EMS Agency agrees to allow Hospital's efforts to secure the protections of Evidence Code Section 1157 to the information, discussion, and records generated by such critique and education sessions.
 17. Hospital shall provide a continuing education and clinical experience program, approved by EMS Agency, for prehospital and emergency ambulance personnel.
 18. Hospital shall document any continuing education, clinical experience, and other training provided for prehospital and emergency ambulance personnel under the program.
 19. Hospital shall maintain and keep in good repair any and all communications equipment assigned to or operated by Hospital, including a direct telephone line to the designated EMS Communication Center. All equipment shall be kept in good repair and/or adequate supply. The equipment shall be tested on a schedule approved by EMS Agency.
 20. Hospital shall maintain an unlisted telephone number answered at the medical control console to be used for communications by EMS personnel in the field.
 21. Hospital shall participate in EMS Agency designated inter-hospital communications system, and shall maintain and utilize the system in a manner that assures that information is communicated effectively.
 22. Hospital shall record all prehospital communications requiring medical direction from EMS field units. Such recordings shall be maintained for a period of not less than 12 months.
 23. Hospital shall ensure that all affected personnel receive the appropriate training and continued retraining necessary to operate such communications and other required program equipment.
 24. Hospital agrees that the acts and omissions of prehospital and emergency ambulance field personnel that are made pursuant to Hospital's direction or control shall be the responsibility of Hospital.
 25. Hospital shall not use its designation as a base hospital in advertising and public relations materials. Exceptions may be granted by EMS Agency for public information and education materials which promote the local EMS system.
 26. Hospital shall actively participate in an approved Health Information Exchange (HIE) to enable bidirectional patient data exchange. This participation shall include, but is not
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limited to, the receipt of prehospital electronic patient care reports (ePCR) from EMS providers and the provision of patient outcome data to the LEMSA. The Hospital agrees to maintain compliance with all applicable standards and interoperability requirements to facilitate seamless data exchange throughout the duration of this contract period (10 years). Hospital shall comply with LEMSA and Health and Safety Code Ambulance Patient Offload Time (APOT) policy.

27. Hospital shall participate on various EMS committees related to prehospital care.
28. Hospital shall participate in healthcare coalition activities including steering committee, MCI/Disaster exercises, redundant communication drills, and hospital preparedness program development.
29. Hospital shall participate in the STEMI system evaluation and LEMSA-approved data collection program.
30. Hospital shall participate in the STROKE system evaluation and LEMSA-approved data collection program. Hospital shall contribute to the cost of an American Heart Association – Get with the Guidelines – Stroke patient registry super user account.

Exhibit B. On-Line Medical Director

1. Appointment. Each base hospital shall, subject to the approval of the EMS Agency Medical Director, designate an On-Line Medical Director who shall be responsible for base hospital operations.
2. Qualifications. In addition to meeting the requirements for base hospital physicians, the On-Line Medical Director shall be/have all of the following:
 - Be a physician on the hospital staff and licensed in the State of California.
 - Be certified by the American Board of Emergency Medicine.
 - Be regularly assigned to the emergency department.
 - Have experience and knowledge of base hospital radio operations.
 - Be familiar with local EMS Agency policies and procedures.
 - Have knowledge of California laws and regulations and Sonoma County ordinances affecting the operation of a base hospital and the provision of prehospital care.
3. Responsibilities. The On-Line Medical Director shall do all of the following:
 - Be responsible for overall medical supervision, direction, and operation of the base hospital as it applies to the provisions of the base hospital Agreement, including audit of prehospital care patient records and critique with base and/or prehospital care personnel involved.
 - Ensure that all emergency department physicians at the hospital wherein the base hospital is located, and who may direct prehospital patient care in the EMS system, are oriented to the local EMS system and are familiar with the scope of practice, role, and function of prehospital EMS personnel, including paramedics, first responders and EMT-Defibrillation certified personnel.
 - Supervise physicians who may direct prehospital care and ensure their familiarization with EMS Agency policies and procedures.
 - Be responsible for reporting known deficiencies in patient care regardless of personnel involved to EMS Agency.
 - Review all EMS Notification Forms involving the base hospital or units under the direction of the base hospital.
 - Approve all continuing education for prehospital care personnel offered by the base hospital consistent with EMS Agency policies and procedures.
 - Represent the base hospital at appropriate Sonoma County EMS meetings.
 - Perform an on-going evaluation of certified prehospital care personnel employed by agencies assigned to the base hospital; and identify problems and weaknesses, and recommend specific remediation as needed.

Exhibit C. Base Hospital Physicians

1. Qualifications: Prior to functioning in a Sonoma County base hospital, each base hospital physician shall meet the following requirements:

- Emergency Medicine Training/Experience:
 - Be certified by the American Board of Emergency Medicine.
 - Have experience as a physician in an acute-care hospital emergency department.
 - Successfully complete a residency program in emergency medicine, approved by the Accreditation Council for Graduate Medical Education.
 - The EMS Agency Medical Director may approve physicians who do not meet any of the above bullet points referring to training/experience, but whose training and experience qualifies them to serve as base hospital physicians.
- Receive an orientation to the Coastal Valleys EMS System.

Exhibit D. Prehospital Liaison Nurse

The Prehospital Liaison Nurse (PLN) will possess experience in and knowledge of base hospital operations and EMS Agency policies and procedures, and is currently employed by a base hospital for that role. This individual, in conjunction with the On-line Medical Director, is responsible for ensuring appropriate planning, organization, implementation, supervision, and evaluation of prehospital care operations of that base hospital (as described in Division 2.5 of the Health and Safety Code) and the assigned field units.

Responsibilities of the Prehospital Liaison Nurse include the following:

1. Manages Base Hospital Operations

- Supervises base hospital operations with particular regard to the base station in order to best ensure that operations are in accordance with California laws and regulations and EMS Agency policies and procedures.
- Ensures that field-hospital communications reflect the requirements set forth by the Federal Communications Commission and the EMS Agency.
- Coordinates provision of equipment, medication, and supplies to those ALS units assigned to the base hospital.
- Ensures the maintenance of a medically and legally proper system for documentation, storage, and maintenance of prehospital taped transmissions of field runs and all prehospital care written records, including all ALS prehospital records and tapes, in accordance with California laws and the requirements set forth by Sonoma County EMS policies and procedures.
- Works with the EMS Agency to identify base hospital problems/needs and develop plans for solutions.
- Establishes and implements base hospital orientation for emergency department staff and physicians and other appropriate personnel.
- Participates in the process of reviewing and revising EMS policies and procedures.

2. Plans and Implements Continuing Education Programs

- Coordinates and provides regularly scheduled education and training, and submits necessary documentation to EMS Agency for prior approval of continuing education units in accordance with EMS policies and procedures.
- Schedules and coordinates clinical experience for prehospital EMS personnel as outlined in EMS policies and procedures.

3. Maintains Intra- and Inter-Agency Communications

- Maintains communications between base hospital administration and the Online Medical Director.
- Coordinates communications between the base hospital and the local EMS Agency.
- Serves as liaison for the base hospital with all of the following:
 - Field care provider agencies and personnel

- Other base hospitals and receiving hospitals
 - Works with the provider agencies to identify and resolve problems.
 - Maintains communication with appropriate agencies regarding base hospital radio communications equipment.
 - Maintains files for communication and continuing education for Emergency Department nursing and prehospital care personnel.
 - Attends and participates in County Emergency Medical Care Committee meetings and other appropriate related EMS meetings on a regular basis.
4. Evaluates Field and Base Personnel
- Performs routine critiques and evaluations of prehospital care performance through written reviews of tapes and records.
 - Gives appropriate feedback on performance to prehospital care personnel, which may include problem solving and/or teaching on a regular basis.
 - Supervises clinical orientation and evaluation of ED nursing and prehospital care personnel.
 - Reports findings of all evaluations and makes recommendations for remedial training, if necessary, to On-line Medical Director, EMS Coordinator, and appropriate other agencies.
 - Participates in training and evaluation of prehospital EMS provider agency field preceptors.
5. Assesses and Reports the Effectiveness of Prehospital Care
- Reports at Prehospital Care Committee Meetings as requested.
 - Maintains, records, and submits statistics related to the prehospital care program as requested by base hospital administration, local EMS Agency, and State EMS Authority.
 - Participates on EMS Agency ad-hoc committees.
 - Identifies and reports prehospital care problems to EMS Agency. Lists in the report steps taken to clarify or correct the situation, including the names of the individuals involved.
6. Accountability
- The Prehospital Liaison Nurse is an employee of a base hospital who works in conjunction with the On-line Medical Director. The PLN may not be supervised by any individual who is certified as an EMT-Paramedic in Sonoma County. Assignment of an individual by the base hospital as Prehospital Liaison Nurse is subject to prior review and comment by EMS Agency.

7. Knowledge

- This individual should have a good working knowledge of the prehospital care program philosophy, local EMS policies and procedures, base hospital operations, and local EMS system, including EMS provider agencies, by demonstrating a good understanding of all of the following:
 - State and local laws and regulations affecting prehospital care and the local EMS system.
 - Prehospital personnel, including EMT-I, Paramedic, training programs and course content.
 - Local EMS policies and procedures as well as medical protocols.
 - County communications policies and procedures.
 - Policies and procedures of the inter-related agencies outside the base hospital affecting prehospital care (e.g., law enforcement, fire services, coroner's office, EMS provider agencies).

8. Qualifications

- This person should have the ability to effectively communicate on both a personal and professional level with all of the different agencies and individuals involved on the prehospital care program. The PLN should have the ability to effectively communicate through means of committees, meetings, conferences, letters, verbal and written reports.
- Education/Licensure/Certification/Experience:
 - Current licensure as a registered nurse in the State of California.
 - Minimum of two years full-time equivalent experience as an emergency nurse in a base hospital.
 - Experience in prehospital care training, management, and/or EMS administration preferred.

Exhibit E. County's Insurance Requirements of Hospital

(Template 5 – Rev 2024 May 20)

With respect to performance of work under this Agreement, Hospital shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Hospital from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Hospital has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Hospital currently has no employees as defined by the Labor Code of the State of California, Hospital agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Hospital maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Hospital.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Hospital is responsible for any deductible or self insured retention and shall fund it upon County's written request, regardless of whether Hospital has a claim against the insurance or is named as a party in any action involving the County.

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- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Hospital in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Hospital and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Insurance: Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Hospital currently owns no autos, Hospital agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Hospital agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Hospital shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Hospital's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Hospital fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Hospital resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.