



APPROVED

April 19, 2022

COUNTY OF SONOMA

SUMMARY REPORT

575 ADMINISTRATION
DRIVE, ROOM 102A
SANTA ROSA, CA 95403

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: April 19, 2022

SHERYL BRATTON, Clerk/Secretary

BY *Noelle Francis*

Agenda Date: 4/19/2022

#47

See Minutes

To: County of Sonoma Board of Supervisors
Department or Agency Name(s): Department of Health Services
Staff Name and Phone Number: Tina Rivera, 565-4774
Vote Requirement: Majority
Supervisorial District(s): Countywide

| | Aye | No |
|---------|-----|----|
| Gorin | x | |
| Rabbitt | x | |
| Coursey | x | |
| Hopkins | x | |
| Gore | x | |

Title:

Emergency Medical Services Level II Trauma Center Redesignation Agreement with Santa Rosa Memorial Hospital

Recommended Action:

Authorize the Director of Health Services to execute an agreement with Santa Rosa Memorial Hospital for Level II Trauma Center Redesignation for a May 1, 2022 through April 30, 2030 term, with an option to extend for four years through April 30, 2034; and to make non-substantive changes to the agreement prior to execution.

Executive Summary:

Pursuant to state law, the County of Sonoma Emergency Medical Services (EMS) Agency is responsible for oversight and regulation of the local EMS system. The Board of Supervisors has designated the Sonoma County Department of Health Services as the local EMS Agency for Sonoma County and authorized agreements for EMS administrative services with Mendocino County. This two-county regional organization is formally known as the Coastal Valleys Emergency Medical Services Agency (CVEMSA).

The CVEMSA trauma care program serves to ensure an organized system of medical care for critically injured patients in Sonoma and Mendocino counties. The program includes designation and regulatory oversight of trauma centers that provide high-level definitive medical care and rehabilitation services. This item requests approval of an agreement with Santa Rosa Memorial Hospital for the County to accept revenue for trauma center designation and regulatory oversight for an initial eight-year term from May 1, 2022 through April 30, 2030. CVEMSA has an option to extend the term of the agreement for an additional term of four years through April 30, 2034.

Santa Rosa Memorial Hospital has provided designated Level II trauma services to Sonoma County residents, visitors, and patients for over 30 years. The hospital's current designation as a Level II Trauma Center expires on April 30, 2022. CVEMSA confirms that Santa Rosa Memorial Hospital meets all state and local trauma center criteria and recommends approval of the proposed agreement to ensure that the life-saving trauma care services continue.

On March 22, 2022, the agreement was presented to the Board of Supervisors. During that meeting the Board directed staff to make revisions to the contract and return to address concerns expressed by neighbors of the Santa Rosa Memorial Hospital. This Board Item presents the agreement with the proposed changes.

Discussion:

Trauma care is a key component of the regional Emergency Medical Services (EMS) system. The trauma care program's goal is to ensure an organized system of medical care for critically injured patients and includes the designation of trauma centers that provide high-level definitive medical care and rehabilitation services. Santa Rosa Memorial Hospital was originally selected for designation as a level II trauma center following an extensive multi-year process that began in 1998 and concluded in 2000. This process involved release of a request for proposals (RFP), receipt and evaluation of responses, and the preparation of an Environmental Impact Report. Specifically, the County evaluated qualifications of the hospitals by using an outside team of trauma care experts to review the quality of medical care and trauma services. Upon conclusion of the RFP process and the environmental study, Santa Rosa Memorial Hospital (SRMH or Hospital) was selected and designated as a level II trauma center in 2000.

The Hospital was redesignated in March 2010. Its current designation expires at the end of April 2022. The terms of the initial and subsequent designations were contingent upon periodic reviews by the American College of Surgeons (ACS) and maintenance of ACS verification of meeting level II trauma center standards. Santa Rosa Memorial Hospital has consistently maintained the required ACS verification and conditions stipulated in the terms of the Conditions of Designation established by CVEMSA.

In anticipation of the expiration of the current designation at the end of April 2022, CVEMSA staff have met over the past year with representatives of the Hospital and other healthcare/hospital personnel in the region to assess the options for re-designation of SRMH and/or determine if any other hospital was interested in seeking that designation. Throughout those meetings, no hospital other than Santa Rosa Memorial has indicated a desire to provide level II trauma center services. CVEMSA staff have also had outreach to and met with interested citizens, including those who live near the Hospital. Some citizens expressed concerns over existing operational noise associated with some medi-vac helicopter flight paths, but generally supported continuation of the Hospital's level II trauma center designation to ensure continued availability of critical emergency care and response capabilities for the community. Caltrans regulates helicopter flight paths, which are beyond the scope of the proposed agreement and CVEMSA's authority. Nevertheless, staff reached out to Santa Rosa Memorial Hospital to invite them to work with and develop a response to neighbors who have expressed complaints and concerns related to existing operation of the hospital, particularly related to noise from helicopter flights, if possible. At the time this staff report was produced, no update was available on the hospital's progress in this regard.

Overall, uninterrupted continuation of SRMH's existing services and designation as a level II trauma center will prevent or mitigate the loss of or reduction in existing local emergency response capabilities critical for the public health, safety, and welfare. For these reasons, CVEMSA staff propose a continued agreement with Santa Rosa Memorial Hospital so the Hospital will maintain its long-standing designation as a level II trauma center in accordance with the terms and provisions of the agreement.

More specifically, the provisions of the proposed agreement include the following: 1) providing the scope of services consistent with state laws and regulations and CVEMSA policies for level II trauma centers; 2) providing appropriately trained and qualified medical professionals and associated critical care/trauma services; 3) continued compliance with the mitigation plan developed through the environmental impact study in 2000; 4) maintaining ACS verification as a level II trauma center; and 5) continued participation in the regional trauma audit oversight program.

The proposed agreement also requires the Hospital to pay fees to cover CVEMSA's costs associated with redesignation (one-time fee of \$55,000) and administering the trauma center program (no more than \$173,918 annually, subject to a cost of living adjustment). There is no net county cost associated with the

requested action.

Approval of the agreement is a project that is exempt from compliance with the California Environmental Quality Act under 14 CCR 15269(c)) the statutory exemption for emergency projects, as the time that it would take to preform environmental review of the contract extension would extend beyond the term of the exiting contract, causing it to lapse and leaving two counties and the region as a whole without vital trauma service capabilities needed to respond to medical crisis and emergencies; and separately under 14 CCR 15301, the categorical exemption for continued operation of existing facilities where there will be no or negligible expansion of use, and where there no exceptions to the categorical exemption apply. The proposed extension would continue operation of the same hospital, under the same or similar terms, to ensure there is no break in essential trauma services.

County staff presented to the Board on March 22, 2022 the Level II Trauma Services agreement. During the presentation public comments included EMS Aircraft noise and air-quality concerns from neighbors living within close proximity to the hospital. Following the Board meeting, Providence Santa Rosa Memorial Hospital agreed to conduct both a noise and air-quality study within the initial 18-month contract term and the contract was amended to reflect these changes. Furthermore, the hospital agreed to post study results on their website for a period of 180 days. The hospital also agreed to provide a public link on their website to improve public access to report any flight inquiries and/or concerns. Additionally, hospital agrees to continue to provide the regularly scheduled, quarterly meetings of the neighbors, EMS Aircraft providers, hospital and EMS Agency. In these meetings EMS aircraft data and EMS inquiries and concerns are discussed.

Proposed summary of changes to Trauma Center Contract

- Section 5 of the Agreement expanded to address preparation of both a noise study and an air quality study
- Hospital responsible for funding the studies
- Both studies required to be prepared by qualified professionals
- Scope of work and study area for the studies are subject to approval by the EMS Agency prior to consultants commencing study work, where EMS Agency will not unreasonably withhold approval.
- Noise study will (1) evaluate current Caltrans identified helicopter flight paths and at least two alternative paths, and (2) identifies which of the approved or alternative paths generates the least noise for persons residing in the vicinity of the hospital. Either party may seek Caltrans approval for any alternative flight path if the study's recommendations so warrant.
- Air quality study will (1) examine the potential of trauma related flights to and from the hospital to affect air quality in the residential areas in the vicinity of the hospital, and (2) identify recommendations, if any, to respond to the study's conclusions.
- Studies must be completed and delivered to EMS Agency within 18 months of execution of the Agreement, but that deadline may be extended by up to 6 months by the EMS Agency for good cause shown by the Hospital.
- Final studies will be posted on the Hospital's public website for a minimum of 180 days. The study will be a public record in the possession of the EMS Agency.
- Hospital and County may amend the agreement to incorporate noise attenuation and air quality improvement measures and recommendations consistent with the studies and to the extent allowable by law, recognizing that the parties do not have authority over flight paths.
- Creates an opportunity for interested community members to provide comments on any proposed amendments developed by the Hospital and EMS Agency to address findings and recommendations of

the sound and air quality studies required under this Agreement.

- Includes a provision for notifying Bay Area Air Quality Management District, Federal Aviation Administration, and Caltrans of the availability of the final studies.
- Quarterly meetings remain required as part of existing mitigation measures under the Agreement. The Agreement does not include provisions for modifying quarterly meetings with neighbors. However, EMS Agency will continue to explore measures to improve meetings going forward.

Contract language was also amended to include mutual termination of the contract without cause.

Staff is returning to the Board of Supervisors to recommend approval of the Level II Trauma Services contract with Providence Santa Rosa Memorial Hospital. If approved, contract moves forward and the residents, neighboring residents and visitors of Sonoma County will continue to be assured that highly trained and specialized medical care professionals will be immediately available to provide life-saving interventions on patients suffering from acute injuries and illness. This is a time-sensitive contract that if not renewed prior to April 30, 2022 will expire and services will be jeopardized.

Strategic Plan:

N/A

Prior Board Actions:

On March 16, 2010 the Board approved an agreement with Santa Rosa Memorial Hospital for Level II Trauma Center services.

April 21, 1998 - EMS Agency report on trauma center Request for Proposals and Designation process.

FISCAL SUMMARY

| Expenditures | FY 21-22 Adopted | FY 22-23 Projected | FY 23-24 Projected |
|------------------------------------|-----------------------------|-------------------------------|-------------------------------|
| Budgeted Expenses | \$228,918 | \$179,136 | \$184,510 |
| Additional Appropriation Requested | | | |
| Total Expenditures | \$228,918 | \$179,136 | \$184,510 |
| Funding Sources | | | |
| General Fund/WA GF | | | |
| State/Federal | | | |
| Fees/Other | \$228,918 | \$179,136 | \$184,510 |
| Use of Fund Balance | | | |
| Contingencies | | | |
| Total Sources | \$228,918 | \$179,136 | \$184,510 |

Narrative Explanation of Fiscal Impacts:

The proposed agreement also requires the Hospital to pay fees to cover CVEMSA's costs associated with re-designation (one-time fee of \$55,000) and administering the trauma center program (no more than \$173,918 annually, subject to a cost of living adjustment). There is no net county cost associated with the requested action. There are sufficient appropriations for FY 21-22 and the expenses for FY 22-23 will be included in the recommended budget.

| Staffing Impacts: | | | |
|--|--|---------------------------|---------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A-I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| | | | |

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment 1 - Agreement with Santa Rosa Memorial Hospital

Attachment 2 - Community Meeting Questions and Responses - January 24, 2022

Related Items “On File” with the Clerk of the Board:

None

ATTACHMENT 1

**AGREEMENT BETWEEN THE COUNTY OF SONOMA AND
ST. JOSEPH HEALTH NORTHERN CALIFORNIA LLC DBA
PROVIDENCE SANTA ROSA MEMORIAL HOSPITAL
FOR DESIGNATION AS A LEVEL II TRAUMA CENTER**

This agreement (“Agreement”), dated as of _____, 2022 (“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, a licensed acute care Hospital located at 1165 Montgomery Drive, Santa Rosa, California (hereinafter “Hospital”).

R E C I T A L S

WHEREAS, County is authorized by law to develop an EMS system, and has designated its Department of Health Services as the EMS Agency pursuant to the EMS and Pre-hospital Care Personnel Act (Health and Safety Code Section 1797 et. seq);

WHEREAS, the Coastal Valleys EMS Agency (“EMS Agency”) established by the County of Sonoma Board of Supervisors and the County of Mendocino Board of Supervisors, has implemented a regional trauma care system pursuant to Health and Safety Code Section 1798.162;

WHEREAS, EMS Agency may designate trauma facilities as part of its regional trauma care system pursuant to Health and Safety Code Section 1798.165;

WHEREAS, EMS Agency wishes to assure the highest quality of care by directing seriously injured patients to facilities committed to meeting trauma center criteria;

WHEREAS, EMS Agency has found that Hospital meets state and local trauma center criteria;

WHEREAS, EMS Agency has found that Hospital is and has agreed to maintain throughout the term of this Agreement, certification by the American College of Surgeons;

WHEREAS, Hospital was designated a Level II trauma center on May 1, 2010;

WHEREAS, Hospital designation was extended on April 30, 2018;

WHEREAS, Hospital has continuously maintained the designation as a Level II trauma center without interruption since 1999;

WHEREAS, Hospital’s current designation as a Level II trauma center expires on April 30, 2022;

WHEREAS it is recognized that the residents in the area around the hospital have expressed concerns regarding aircraft generated noise and air pollution resulting from medi-vac related trips to and from the hospital due to its trauma designation;

WHEREAS the hospital and EMS Agency are committed to continuing to comply with mitigation measures required by the Environmental Impact Report. Mitigation measures already in place include, but not limited to, participation in regular meetings of the neighbors group and an established process for neighbors to submit complaints for review and investigation by EMS Aircraft Providers and the provision of feedback on each submitted complaint;

WHEREAS, Hospital desires and is willing to accept re-designation by the EMS Agency as a Level II trauma center according to the terms and conditions set forth in this Agreement;

WHEREAS, EMS Agency desires to maintain continuous designation of the only currently qualifying hospital in Sonoma County as a Level II trauma center to prevent or mitigate the loss of or reduction in local emergency response capabilities critical for the public health, safety, and welfare; and

WHEREAS, Hospital, by virtue of the parties' execution of this Agreement, will be designated by EMS Agency as a trauma center under the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both County and the EMS Agency (together hereinafter collectively referred to as the "EMS Agency) and Hospital do hereby expressly agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall have the meaning given herein:

(a) "Coastal Valleys EMS Agency" means the local EMS Agency that was established by the County of Sonoma Board of Supervisors and the County of Mendocino Board of Supervisors to, among other responsibilities, establish a regional trauma care system.

(b) "Major Trauma Person," means a person deemed a Major Trauma Person under the trauma triage criteria set forth in current EMS Agency's policies and procedures, as may be amended from time to time.

(c) "Trauma Audit Program" means the audit program established by the EMS Agency, including the Pre-Trauma Audit Committee and the Trauma Audit Committee, which are responsible for auditing the trauma care system, making recommendations for system improvements, and functioning in an advisory capacity on other trauma system issues as set forth in EMS Agency policies and procedures.

(d) "Trauma Center Services" means services meeting or exceeding the minimum standards for a Level II Trauma Center as set forth in applicable laws, regulations and guidelines established by the State of California or the EMS Agency as amended from time to time, and in accordance with applicable policies and procedures of the EMS Agency as set forth in Paragraph 4(a) below.

(e) "Trauma Registry" means the computer information system maintained by Hospital and other EMS Agency designated trauma centers which captures pertinent injury, treatment and outcome data for the trauma system.

2. Re-designation of Hospital as a Level II Trauma Center

Upon execution of this Agreement by the parties, effective the date set forth in Paragraph 3 below, Hospital shall be re-designated by EMS Agency as a Level II trauma center, and, except as otherwise specified, shall continue in effect for as long as Hospital's designation remains in effect.

3. Term

This Agreement shall have an initial term of eight (8) years, beginning at 12:00 a.m. on May 1, 2022 and continuing through and including April 30, 2030, unless earlier revoked,

suspended or terminated pursuant to this Agreement. At the end of the initial term, if EMS Agency reasonably determines that Hospital has satisfactorily performed all obligations herein, the EMS Agency shall have the option to extend the term of this Agreement for an additional term of four (4) years from May 1, 2030 continuing through and including April 30, 2034 under the terms and conditions provided herein. Any extension shall be conditioned, in part, on Hospital's continued certification by the American College of Surgeons.

4. Scope of Hospital Services

(a) Hospital will provide trauma center services meeting or exceeding the minimum standards for a Level II Trauma Center as set forth in applicable laws, regulations and guidelines established by the State of California or the EMS Agency, as amended from time to time, and in accordance with applicable policies and protocols of the EMS Agency and the terms and conditions set forth in this Agreement.

(b) In the event of any inconsistency among these documents, preference shall be given in the following order: 1) laws and regulation of the United States and of the State of California; 2) guidelines of the State EMS Authority available on request; 3) local EMS Agency plans, policies, and protocols; and the 4) terms and conditions this Agreement. Hospital shall provide Trauma Center Services to Major Trauma Persons, throughout the full period of inpatient hospital care, regardless of patients' ability to pay physician fees and/or hospital costs, unless the Major Trauma Person is transferred pursuant to paragraph 4(c) below.

(c) Hospital shall transfer Major Trauma Persons to other facilities only when medically appropriate or as may be requested or required by a Major Trauma Person. A Major Trauma Person may not be transferred, or referred to another facility for outpatient services, due to the patient's inability to pay physician fees and/or Hospital costs. A Major Trauma Person may be transferred based on the requirements of the patient's health plan or other applicable third-party payor, but only if the patient's medical condition so permits, as determined by the attending trauma physician. Any transfer of a Major Trauma Person must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd) and the regulation promulgated thereunder.

(d) Hospital shall maintain an adequate number of physicians, surgeons, nurses and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances to provide Trauma Center Services to Major Trauma Persons as a Level II trauma center.

(e) Hospital shall notify EMS Agency in writing, in advance when possible, of any change lasting more than 48 hours in any of the capabilities or resources, including personnel. If advance notification is not possible, Hospital shall notify the EMS Agency immediately upon Hospital having knowledge of any changes in any of the listed capabilities and resources and in all instances follow-up written notification shall be required as soon as possible but no later than one business day from the time that Hospital becomes aware of such changes. Notwithstanding the foregoing, Hospital shall immediately notify the EMS Agency of any matter, regardless of duration, which impairs the Hospital's ability to provide Trauma Center Services, or is likely to cause diversion of trauma patients to another facility. The EMS Agency shall determine whether the change is likely to have a material effect upon Hospital's ability to meet the minimum standards set forth in applicable State guidelines, or this Agreement. If the EMS Agency determines that the change is likely to have a material effect upon Hospital's ability to meet the

applicable standards listed in Paragraph 4(a), EMS Agency shall notify Hospital of its determination, and Hospital shall have thirty (30) days to comply with the standard. Material failure to comply with such standards shall constitute grounds for revocation of trauma center designation.

(f) Hospital shall comply with all mitigation monitoring measures identified in the Mitigation Monitoring Program adopted by the EMS Agency pursuant to Section 21081.6 of the California Public Resources Code. A copy of the Mitigation Monitoring Program is attached hereto as Exhibit A.

(g) Hospital shall actively and cooperatively participate in the EMS Agency's Trauma Audit Program, including participation on the Pre-Trauma Audit Committee and Trauma Audit Committee and such other related committees that may, from time to time, be named and organized by the EMS Agency.

(h) Hospital will participate as requested by EMS Agency in a Trauma Registry and in research and/or evaluative studies designed to determine the effectiveness of Hospital services or to provide information about Hospital's services to Major Trauma Persons. Hospital will participate in the integration and transmission of electronic data to the State EMSA CEMSIS-Trauma database. Hospital is responsible for all costs related to the implementation, operation, and maintenance of the Trauma Registry.

(i) Hospital shall obtain EMS Agency's written approval prior to entering agreements for providing trauma services to residents outside Sonoma and Mendocino Counties, including, but not limited to agreements with local emergency medical services agencies or other government entities, and pre-Hospital care providers, including air ambulance service providers. Such approval shall not be unreasonably withheld. This Section 4(i) shall not apply to standard payment agreements with health plans or other third-party payors.

(j) Hospital shall cooperate with the County and EMS Agency in performance of its obligations under this Agreement.

(k) Hospital shall maintain a valid certification of verification from the American College of Surgeons (ACS) throughout the term of this Agreement.

(l) Hospital staff shall attend educational and training programs as may be requested from time to time by the EMS Agency.

(m) Hospital shall establish and maintain an injury prevention program that complies with the requirements of the American College of Surgeons (ACS), and is approved by the EMS Agency in cooperation with each county health officer within the catchment area. Such approval by EMS Agency in cooperation with county health officers shall not be unreasonably withheld.

(n) Throughout the term of this Agreement, Hospital shall maintain its status as a base hospital pursuant to a written contract with the EMS Agency.

(o) Hospital's staff will participate in the continuing development of trauma care systems at the county, regional, state and national levels. Hospital's staff shall attend educational and training programs as may be reasonably requested from time to time by the EMS Agency Medical Director.

5. Sound and Air Quality Studies

- (a) The parties acknowledge that Caltrans has authority to establish flight paths for helicopter approaches and departures at the hospital, and that the County does not possess this authority. The parties further acknowledge that individual pilots are ultimately responsible for the safe operation of their aircraft. Nevertheless, the parties agree that a noise and an air quality study, conducted by qualified professionals skilled in the area of noise and air quality analyses, respectively, can assist the parties in identifying impacts from the operation of aircraft arriving at or departing from the hospital as a result of the continued designation of the hospital as a Level II Trauma Center, and may identify ways the parties can address noise attenuation and air quality improvement.
- (b) Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed noise study that (1) evaluates current Caltrans identified helicopter flight paths and at least two alternative paths, and (2) identifies which of the approved or alternative paths generates the least noise for persons residing in the vicinity of the hospital. Either party may seek Caltrans approval for any alternative flight path if the study's recommendations so warrant. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other sound professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the noise study prior to the commencement of study work, where such approval will not be unreasonably withheld.
- (c) Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed air quality study that (1) examines the potential of trauma related flights to and from the hospital to affect air quality in the residential areas in the vicinity of the hospital, and (2) identify recommendations, if any, to respond to the study's conclusions. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other air quality professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the air quality study prior to the commencement of study work, where such approval will not be unreasonably withheld.
- (d) Consistent with Section 33.7, this agreement may be amended to incorporate noise attenuation and air quality improvement measures and recommendations consistent with the studies and to the extent allowable by law and within the authority of the parties to implement. The Parties agree to provide an opportunity for interested community members to provide comments on any proposed amendments developed to address findings and recommendations of the sound and air quality studies required under this Agreement. Notwithstanding this paragraph, the EMS Agency may in writing extend the 18-month timeframe provided under Section 5 for the delivery of studies by up to six months for good cause shown.
- (e) Hospital agrees to post the final completed noise and air quality studies on its public website for a minimum of 180 days from the date each respective study is delivered to EMS Agency. Hospital acknowledges that the final study, in the possession of the EMS Agency, will be a public record subject to public disclosure in accordance with the

California Public Records Act. On its own initiative, or upon EMS Agency's request, Hospital will notify the following agencies of the availability of the final studies: Bay Area Air Quality Management District, Federal Aviation Administration, and Caltrans.

6. Facility Expansion and Improvements

In order to ensure Major Trauma Persons continued access to intensive care services, Hospital agrees to maintain an adequate ICU and related hospital services bed capacity in accordance with industry standards as established by the American College of Surgeons.

7. Administration

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

8. Designation Fee

Re-designation Process Fee. Hospital shall pay to the EMS Agency a one-time re-designation fee of \$55,000 for costs associated with the EMS Agency's re-designation process.

9. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Hospital's performance as a Level II Trauma Center. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, patient records, and interviews of Trauma Center staff and participants, all to the maximum extent permitted by law. At any time during the term of this Agreement, the EMS Agency may, at its discretion, conduct an on-site review during normal daytime weekday business hours, with reasonable advance notice, of all records and materials related to Hospital's operation of the trauma center to evaluate the effectiveness of the trauma center in providing care in compliance with the terms and conditions of this Agreement.

10. Annual Trauma Center Fee

Each year during the term of this Agreement, Hospital shall issue payment to the EMS Agency an amount not to exceed the EMS Agency's reasonable costs of administering the trauma center program. For the term beginning May 1, 2022 the annual payment will be \$173,918. This amount shall be increased annually based on the change in the Consumer Price Index for June for the San Francisco-Oakland-San Jose, CA area.

11. Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed 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 (in any media format) for a period of seven (7) years following expiration or termination of this Agreement.

12. Ownership of Information

Statistical information which relates to patients identified as trauma patients furnished to the EMS Agency pursuant to this Agreement shall be the property of the EMS Agency.

13. Right to Audit, Inspect, and Copy Records

Hospital agrees, upon reasonable notice, to permit County 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, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon reasonable notice, Hospital shall make available any and all such records to copy by the County.

14. Data and Reports

Hospital shall submit reports reasonably requested by EMS Agency, in a format to be determined by the Agency. The timely submission of these reports is a material condition of ongoing trauma center designation, and material or repeated failure to meet specified deadlines may be grounds for suspension or revocation of trauma center designation, at EMS Agency's discretion.

15. 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.

County agrees to accept all responsibility for loss or damage to any person or entity, including Hospital, and to indemnify, hold harmless, and release Hospital, 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 County, that arise out of, pertain to, or relate to County's negligent performance or breach of obligations under this Agreement. County agrees to provide a complete defense for any claim or action brought against Hospital based upon a claim relating to County's performance or obligations under this Agreement. County's obligations under this Article apply whether or not there is a concurrent negligence on Hospital's part, but to the extent required by law, excluding liability due to Hospital's conduct. Hospital shall have the right to select its legal counsel at County's expense, subject to County'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 County or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

16. Insurance

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

in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter “Exhibit B”).

17. 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 obligations 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 the 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 requesting entity disclosing Hospital’s or such other person’s financial interests.

18. Patient Transport

Hospital acknowledges that EMS Agency policies and procedures require that Major Trauma Persons be transported to the closest Trauma Center, except under certain circumstances such as Hospital diversion or multi-casualty incidents. Neither Hospital, County or EMS Agency shall exert any direct or indirect influence that would cause or contribute to the transport of Major Trauma Persons to a facility other than the closest Trauma Center, except as specifically authorized by EMS Agency policies or procedures. Hospital acknowledges that the EMS Agency makes no representation, and does not guarantee, that Major Trauma Persons will be delivered or diverted to Hospital for care and cannot assure that a minimum number of Major Trauma Persons will be transported to Hospital during the term of this Agreement. EMS Agency agrees that it will provide quarterly written reports to the Trauma Audit Committee identifying both (i) the number of transports in that period that were not transported to Hospital; and (ii) identifying the facility to which those Major Trauma Persons were transported.

19. Financial Responsibility

The EMS Agency shall not be liable for any costs or expenses incurred by Hospital to satisfy its responsibilities under this Agreement, including any costs or expenses incurred by Hospital for services provided to indigent Major Trauma Persons. 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 the Hospital and are not the responsibility of EMS Agency or the County or any county which has designated EMS Agency pursuant to Health and Safety Code Section 1797.200.

The parties acknowledge and agree that Hospital will not receive any compensation from EMS Agency under this Agreement. Hospital shall be solely responsible for billing and collecting for services provided to Major Trauma Person. Hospital shall comply with all applicable laws, customary professional practice, and other third-party payor programs in connection with billing and coding services provided by Hospital to Major Trauma Person.

20. 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, trauma plans, and EMS policies and protocols established by the 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.

21. Compliance with County and EMS Agency Policies and Procedures

Hospital agrees to comply with all EMS Agency policies and procedures as they may relate to services provided under this Agreement, as may be amended from time to time, which County shall provide to Hospital.

22. Nondiscrimination

(a) 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, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

(b) Hospital agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

23. Confidentiality

Hospital, County, and EMS Agency agree to maintain the confidentiality all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 23 shall survive termination of this Agreement.

24. Advertising and Marketing Materials and Information

Hospital shall comply with the terms of this Agreement with respect to the use of the terms "trauma facility," "trauma Hospital," "trauma center," "trauma care provider," "trauma service," or similar terminology in its signs or advertisements, or in printed materials and information ("Trauma Marketing Materials") it furnishes to the public, including but not limited to any individual or commercial consumer of health care services. Hospital agrees to provide County reasonable opportunity to comment on any Trauma Marketing Materials prior to releasing the Trauma Marketing Materials to the public.

25. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement shall be made in writing and shall be given by both (1) email, and (2) personal delivery or U.S. Mail or courier service; and shall be addressed as follows:

| EMS AGENCY: | HOSPITAL: |
|--|---|
| EMS Agency Director Coastal Valleys EMS Agency 195 Concourse Blvd, Suite B Santa Rosa, CA 95403 Email: jen.banks@sonoma-county.org | Chief Executive Providence Santa Rosa Memorial Hospital 1165 Montgomery Dr. Santa Rosa, CA 95402 Email: Charles.Kassis@providence.org With a copy to: St. Joseph Health Northern California, LLC 1165 Montgomery Dr. Santa Rosa, CA 95402 Attn: Regional Contracting |

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (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 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.

26. Assignment

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

27. Relationship of the Parties

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 it is performed. Hospital is not to be considered an agent or employee of the EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the EMS Agency provides its employees. In the event the EMS Agency exercises its right to suspend, revoke or terminate under this Agreement, Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

28. Investigation, Revocation and Suspension

(a) The EMS Agency may investigate any report of material failure to comply with these conditions or any applicable standards incorporated herein. Hospital agrees to cooperate fully with any such investigation. Upon the determination of the EMS Agency's Director that Hospital has materially or repeatedly failed to comply with the terms and conditions of this Agreement or any applicable standards incorporated herein, or that Hospital has failed to fully cooperate in an investigation, EMS Agency may suspend or revoke Hospital's Trauma Center Designation, or may institute such corrective measures as the Director may deem reasonable in light of the

circumstances, and in the interest of public health and safety. EMS Agency shall give Hospital written notice specifying the effective date of the proposed action, which shall be not less than thirty (30) days after the delivery of the written notice.

(b) Grounds for revocation, suspension or corrective action shall include, without limitation:

- (1) Material or repeated failure, for any reason, of Hospital to fulfill in a timely and proper manner, its obligations under the terms of this Agreement, or to substantially comply with applicable federal, state and local laws and regulations, or any corrective measures required by the EMS Agency;
- (2) Material or repeated failure, for any reason, to make available sufficient personnel and hospital resources, as defined herein, to provide immediate care for the trauma patient;
- (3) Material or repeated failure, for any reason, to provide timely surgical coverage or other required specialty services for trauma patients, causing unnecessary risk of mortality and morbidity for the trauma patient;
- (4) Submission by Hospital to the EMS Agency of reports that are materially or repeatedly incorrect or incomplete in any respect;
- (5) Failure to cooperate in any investigation, monitoring or evaluation activities by the EMS Agency in connection with Hospital's trauma services.

(c) If the EMS Agency determines that Hospital failure to comply with the terms and conditions of this Agreement has resulted in an immediate serious threat to the public health or safety, the EMS Agency may immediately terminate or suspend Hospital's trauma center designation effective upon notice to Hospital.

29. 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 trauma care. The panel shall hold an informal hearing not more than thirty 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 thirty 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.

30. Termination

Hospital may terminate its designation as a Level II trauma center and this Agreement for any reason upon one-hundred and eighty (180) days written notice to the EMS Agency. County may terminate this Agreement for any reason upon one-hundred and eighty (180) days written notice to Hospital.

31. Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 11, Records Maintenance; (2) Section 13, Right to Audit, Inspect, and Copy Records; (3) Section 23, Confidentiality; (4) Section 33.5, Applicable Law and Forum; and (5) Section 15, Indemnification.

32. 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 either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or 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, subcontractor and contractors. In the event Hospital does employ such individual(s) or entity(s), 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.

33. Miscellaneous Provisions

33.1. No Waiver of Breach

The waiver by any party 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.

33.2. 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 the 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. Hospital and the EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

33.3. 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.

33.4. 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.

33.5. 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 and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

33.6. 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.

33.7. 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 or amendment of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

33.8. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of the entity identified above the signature.

33.9. Time of Essence

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


§ The remainder of this page has intentionally been left blank. §

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

HOSPITAL:



Patti Pilgrim, NorCal Region CFO
St. Joseph Health Northern California, LLC
d.b.a. Providence Santa Rosa Memorial Hospital



Dated

COUNTY OF SONOMA/EMS AGENCY:

Approved; Certificates of Insurance on File with County:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

EXHIBIT A

Mitigation Monitoring Program

March 23, 2000

(Excerpted from Exhibit B to 2000 Environmental Impact Report)

EXHIBIT B**COASTAL VALLEY EMS
LEVEL II TRAUMA CENTER DESIGNATION
MITIGATION MONITORING PROGRAM**

Project: Level II Trauma Center Designation
Location: Sonoma County, California
Lead Agency: Coastal Valleys Emergency Services Agency
Date Project Approved: March 23, 2000
State Clearinghouse # 98122059
Contact Person: Tim Mayer (707) 565-3612

Pursuant to Section 21081.6 of the Public Resources Code, the Coastal Valleys Emergency Medical Services Agency (EMS Agency) has adopted this Mitigation Monitoring Program for the mitigation measures that are to be included in this project.

The mitigation measures in this plan are taken from the Final Environmental Impact Report for the Coastal Valleys (formerly Sonoma/Mendocino) EMS Level II Trauma Center Designation. The responsibility for monitoring will be as indicated on Table 1 below. The primary responsibility for most mitigation measures will be with the EMS Agency. Some measures will be implemented and monitored as part of permit conditions required by other agencies. For example, the City of Santa Rosa would place conditions on a use permit for a new off-site helipads within city limits. For these measures, the EMS Agency will require evidence that the hospital has acquired the appropriate permit, but monitoring and reporting of the conditions attached to the permit will be the responsibility of the agency issuing the permit. The implementation of a few measures identified in the Final EIR are outside the jurisdiction of the EMS Agency. For example, the Office of Statewide Health Planning and Development would determine whether construction at the hospital complies with seismic design standards, and the Caltrans Division of Aeronautics would determine whether the design of a new off-site helipad complies with applicable helipad standards. These types of mitigation measures are identified in this program, but monitoring will be the responsibility of another agency.

Time of Implementation: For each mitigation measure, this program identifies the time at which the measure will be implemented. The times are defined as follows:

Construction: These mitigation measures will be implemented during construction of the off-site helipad. Ongoing implementation is not required after construction is complete.

Operation: These mitigation measures will be incorporated into the ongoing operation of the

Trauma Center and/or off-site helipad.

Responsibility for Monitoring the Mitigation Measure:

Project Manager: The EMS Agency will designate a Project Manager who will be responsible for overseeing the project. The Project Manager will monitor the implementation of the measures, and will sign the appropriate line of the Mitigation Monitoring Plan as each mitigation measure is implemented.

Record of Compliance:

The EMS Agency will be responsible for the record of compliance. The EMS Agency will keep this program and ensure that implementation of the mitigation measures is documented by signatures as needed. A copy of the completed Mitigation Monitoring Program will be given to the Environmental Division of the Permit and Resource Management Department, where it will be kept as part of the environmental record for the project.

TABLE 1

| MITIGATION MEASURE | TIME TO IMPLEMENT | MONITORING AGENCY ¹ |
|--|-------------------|--|
| A.1a Reduce incompatibility of helipads with adjacent uses by all feasible efforts, as determined by the City of Santa Rosa | Operation | EMS and Santa Rosa, through use permit process |
| B.2a Design, operate, and maintain off-site helipad in accordance with applicable regulations, guidelines, and standards | Operation | EMS and Caltrans, through permit process |
| B.2b Modify hospital helipad as necessary to bring up to current Caltrans standards | Operation | EMS and Caltrans, through permit process |
| C.1 Develop and use off-site helipad | Operation | EMS |
| C.2 Select off-site helipad location having less impact than Santa Rosa Avenue site | Operation | EMS |
| C.7 Limit construction hours when building off-site helipad | Construction | EMS and Santa Rosa, through use permit process |
| E.2 Operate off-site helipad to limit dust production | Operation | EMS and Santa Rosa, through use permit process |
| E.5 Implement dust abatement during construction of off-site helipad | Construction | EMS and Santa Rosa, through use permit |
| F.1a Comply with Hospital Seismic Safety Act | Operation | OSHDP, through permit process |
| F.1b Design and construct off-site helipad in conformance with applicable regulations to reduce ground shaking or ground failure impacts | Construction | EMS and Santa Rosa, through use and building permits |
| F.3 For any construction at the hospital related to this project, comply with seismic design requirements | Construction | OSHDP, through permit process |
| F.5 For any construction related to this project, comply with applicable policies to reduce effects of expansive soils | Construction | EMS and Santa Rosa and OSHDP, through permit process |
| G.4 Implement Best Management Practices for stormwater during construction of helipad | Construction | EMS and Santa Rosa, through use permit process |
| J.1 If archaeological resources encountered during construction of helipad, develop monitoring program | Construction | EMS and Santa Rosa, through use permit process |

1. Agencies: EMS = Coastal Valleys EMS Agency; Santa Rosa = City of Santa Rosa; OSHDP = Office of Statewide Health Planning and Development; Caltrans = California Department of Transportation, Division of Aeronautics

RECORD OF COMPLIANCE

Mitigation Measure A.1a: The project proponent shall make all feasible efforts as specified by the City of Santa Rosa to reduce any incompatibility of its on-site and off-site helipads with adjacent uses, including but not limited to noise, rotor wash effects, and effects on clientele of existing uses.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Operation

The Project Manager certifies that the hospital has applied for the necessary use permit(s) from the City of Santa Rosa for the on and off-site helipads, and has agreed to comply with all design and operational conditions placed by the City.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit(s) issued by the City of Santa Rosa, and that any operational requirements of the permit(s) have been incorporated into the hospital's operational plans for the helipads.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure B.2a: Design, operate, and maintain the off-site helipad in accordance with applicable regulations, guidelines, and standards including but not limited to the Federal Aviation Administration's Heliport Design Advisory Circular (AC 150/53990-2A) Caltrans' Design Standards for Heliports (California Code of Regulations, Title 21, Article 4, Sections 3550-3554), and the Sonoma County Emergency Medical Services Ordinance No. 4386.

Applicability: This measure will be implemented if a new off-site helipad is used, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Operation

The Project Manager certifies that the hospital has submitted the design of the off-site helipad to Caltrans for review and permit.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit from Caltrans, and that any operational requirements of that permit have been incorporated into the hospital's operational plans for the helipad.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure B.2b: Modify the on-site helipad as deemed necessary by Caltrans (the helipad permitting authority) to meet applicable current design standards, and operate and maintain the helipad in accordance with applicable regulations, guidelines, and standards.

Applicability: This measure applies to the use of the existing on-site helipad, regardless of which off-site helipad is used.

Time of Implementation: Operation

The Project Manager certifies that the hospital has designed the necessary helipad modifications and submitted same to Caltrans.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by the appropriate permit from Caltrans, and that any operational requirements of that permit have been incorporated into the hospital's operational plans for the helipads.

Project Manager: _____ Date: _____
Comments:

Mitigation C.1: The project sponsor will develop and use an off-site helipad.

Time of Implementation: Operation

The Project Manager certifies that the hospital has either: (1) agreed to use the Sonoma County Airport as an off-site helipad; or (2) has made application to the City of Santa Rosa and Caltrans as necessary to develop an off-site helipad, and has made a commitment to develop the helipad when the permits have been issued.

Project Manager: _____ Date: _____
Comments:

The Project Manager certifies that this mitigation measure has been implemented, as evidenced by: (1) the completion of the off-site helipad (if the hospital chooses not to use the County Airport); (2) development of appropriate policies governing the use of the off-site helipad; and (3) establishment of a flight review committee to periodically review the use of the helipad and report to the EMS on conformance to the policies.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure C.2: A different off-site helipad site where noise impacts would be less than the Santa Rosa Avenue site will be selected.

Time of Implementation: Operation

The Project Manager certifies that the hospital has agreed to use the Sonoma County Airport as its off-site helipad, or has agreed to develop an off-site helipad at either the Yardbirds Shopping Center, or Kaiser Hospital site. Any of these sites would have noise impacts smaller than the Santa Rosa Avenue site originally proposed by the hospital.

Project Manager: _____ Date: _____
Comments:

Mitigation Measure C.7: Noisy construction activities should be limited to the period of 7:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., on weekends and Holidays.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has taken other measures to ensure that the construction contractor will comply with this measure.

Project Manager: _____ Date: _____

Comments:

Mitigation Measure E.2: Project sponsor shall ensure that off-site helipad is designed and constructed so as to limit dust-producing events to a level acceptable to the City of Santa Rosa Community Development Department

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad and has agreed to comply with all dust control conditions placed on the helipad by the City.

Project Manager: _____ Date: _____

Comments:

Mitigation Measure E.5: The project sponsor shall require the construction contractor to implement a dust abatement program.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Mitigation Measure F.1a: Memorial Hospital shall be required to comply with seismic design criteria set forth by the Hospital Seismic Safety Act of 1972 as enforced by OSHPD and SB 1953.

Time of Implementation: Operation

No seismic upgrades beyond those already required by State law are required or approved by this designation of the Trauma Center. Implementation of this mitigation measure would be by the normal enforcement of State law by the Office of Statewide Health Planning and Development (OSHPD).

Mitigation Measure F.1b: Design and construction of an off-site helipad and any other project-related facilities shall be in accordance with all applicable local, state, and federal policies, codes, and regulations, and appropriate engineering investigation practices necessary for the reduction of the damaging effects of ground shaking and ground failure.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of the off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit and/or building permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has demonstrated that the helipad will comply with this measure.

Project Manager: _____ Date: _____
Comments: _____

Mitigation Measure F.3: Although no new on-site construction is expected in association with designation as the Level II Trauma Center, if new on-site construction does occur due to designation, Memorial Hospital shall comply with the seismic design requirements of OSHPD.

Applicability: This measure will be implemented if new on-site construction is required at the hospital as a result of this designation.

Time of Implementation: Construction

No construction at the hospital, other than possible modification of the existing helipad, is expected to be required as a result of this designation of the Trauma Center. Implementation of this mitigation measure, if required, would be by the OSHPD as part of their normal building permit review.

Mitigation Measure F.5: Any facilities constructed or altered as a result of designation as the Trauma Center will comply with applicable policies and appropriate engineering investigation practices necessary to reduce the potential detrimental effects of expansive soils.

Applicability: This measure will be implemented if new construction associated with this Trauma Center designation is required at the hospital, or if a new off-site helipad is constructed as a result of this designation.

Time of Implementation: Construction

No construction at the hospital, other than possible modification of the existing helipad, is required or approved by this designation of the Trauma Center. Implementation of this mitigation measure, if required, would be by the OSHPD as part of their normal building permit review.

If a new off-site helipad is constructed, the Project Manager certifies that the hospital has obtained the necessary use permit and/or building permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has demonstrated that the helipad will comply with this measure.

Project Manager: _____ Date: _____
Comments: _____

Mitigation Measure G.4: The project sponsor shall require the off-site helipad building contractor to develop and implement best management practices (BMPs) for stormwater and erosion control.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Mitigation Measure J.1: If Native American cultural resources are encountered during Scenario 1 helipad construction, the construction contractor shall cease construction while a qualified specialist evaluates the find and formulates a program of on-site monitoring to prevent substantial inadvertent adverse change in significant archaeological or cultural resources. If human remains are encountered, California law stipulates that the Medical Examiner's office be notified immediately and given an opportunity to examine and evaluate the findings. The archaeological consultant and a representative of the Native American Heritage Commission would also be consulted so an adequate mitigation plan for the remains could be developed.

Applicability: This measure will be implemented if a new off-site helipad is constructed, but will not apply to the use of helipads at the Sonoma County Airport.

Time of Implementation: Construction of off-site helipad

The Project Manager certifies that the hospital has obtained the necessary use permit from the City of Santa Rosa to construct the helipad. The mitigation measure is included as a permit condition to be monitored by the City, or, if not included as a condition, the hospital has agreed to ensure that the construction contractor will comply with this measure.

Project Manager: _____ **Date:** _____

Comments:

Exhibit B. Insurance Requirements

(Template 5 – Rev February 3, 2021)

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: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 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 \$25,000, 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.
- 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***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. 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 Limits: \$5,000,000 per claim or per occurrence; \$5,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
- c. If Hospital’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Hospital arising from the negligence of Hospital, Hospital’s employees and Hospital’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.

- f. ***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.

ATTACHMENT 2

Community Meeting Level II Trauma Services email questions submitted by DS:

DS1. Why did the EIR for the parking garage (if one was done) not take into account the impact of a four story building, both on flight patterns and on sound, for the surrounding neighborhood?

This is not a question for the County of Sonoma. We have no control over the parking garage construction. This question should be directed to the City of Santa Rosa or the hospital.

DS2. Why have flights increased so dramatically in recent years? Transfers from other hospitals have particularly increased. Are all of these transfers patients who must be flown in to the hospital? Is it possible that some stable patients might be able to be flown to SR Airport or to the fairgrounds and driven to the hospital to reduce the impact of overhead helicopters on the neighborhood?

Please see flight data graph provided on page 7 of this Q&A.

The transfer of patients from one hospital to another (inter-facility transfers) is evaluated and determined by the physician at the sending facility providing care for the patient and the receiving physician who will accept patient and provide ongoing care at the new facility.

Off sight landing are an option and are utilized when both the sending and receiving physician deem appropriate. All flight are monitored by the Coastal Valleys EMS Agency.

DS3. Why is conversation about a 10 year agreement being limited to a small group of neighbors who happened to sign up a decade ago to be on the hospital's email list? Why isn't there widespread notification of impacted residents, perhaps within 1/4 mile of the hospital and/or to all homes directly under the flight path?

The neighbors group requested the County of Sonoma host a community meeting and requested that leadership from the Department of Health Services, County Counsel, and Board of Supervisors be represented. The contract will be subject to full public process and notification per standard board process at the County of Sonoma BOS meeting. Everyone will have an opportunity to provide comment at the regular meeting of the Board of Supervisors.

DS4. Why are we being told that there is an "imminent discontinuation of all level II trauma capabilities for the North Bay" other than Santa Rosa Memorial Hospital? Is it not possible to reduce the impact on our neighborhood by creating a plan for another Level II trauma facility? Does Memorial Hospital have enough clout to block such an agreement? Are there no other hospitals willing to step up?

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All hospitals in Sonoma County were contacted to determine if there was an interest in additional trauma centers. Trauma centers are costly and time consuming to establish. All hospitals in Sonoma County declined interest to establish additional trauma centers. Coastal Valleys EMS Agency is responsible for EMS services within Sonoma and Mendocino Counties. In Mendocino County, we have also authorized two (2) Level IV trauma centers to help offset patient volume in our Level II trauma center in Sonoma County.

DS5. Why is the City Council not involved this time around?

This is an agreement between the County of Sonoma and SRMH. The city of Santa Rosa was represented in the Community Meeting by Santa Rosa Fire Department. The city's level of participation is a decision the city made.

DS6. Will there be any plan for oversight re: the mitigation of impacts on the neighborhood? To date, there has just been a "reminder" to pilots to fly the appropriate course, but no recourse when they do not. Will there be an impartial third party who ensures that SRMH keeps to their agreements to the neighborhood and who regularly evaluates the impact of flights to the helipad?

Yes, the mitigation plan was included with the current contract and is expected to be included in the next contract. Mitigation measures are taken with each occurrence of a flight that deviates from an approved approach and documented by the provider. Data illustrates that very few flights deviate from the approved flight paths into the SRMH helipad. The EMS Agency verifies this information. The EMS Agency is the Agency responsible for monitoring all aspects of the trauma agreement including flights. Additionally, the American College of Surgeons conducts an extensive review of the trauma center every three years.

DS7. In recent months, the process for complaints re: noise has been changed. I know that Stephen told us what to do.... and honestly, don't know where that email is or whom I am supposed to contact. Silence from the neighborhood does not necessarily mean that everything is fine; it just means that we've lost track of where and with whom to speak up when things are not working.

A recommendation would be to reach out to the neighbor meeting liaison at SRMH (Stephen) so he can ensure you have the updated contact information and process instructions.

Community Meeting Level II Trauma Services email questions submitted by MFP:

MP1. First of all, I am wondering why only some of our neighborhood was invited to this meeting. *Many of my neighbors didn't know anything about it.* The only people invited were the people on the email string from Stephen. It seems to me with something of this importance, a 10 year contract, that neighbors would have proper notice via the mail, like SRMH did when they were cutting down some trees!

Please refer to questions DS3 above.

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MP2. I have questions from the letter that was emailed with the revised agenda. It states that SRMH as a Level II Trauma center is "essential to address the risk to public health and safety presented by Imminent discontinuation of all level II trauma center capabilities for the North Bay." What other trauma centers are going to be "discontinued imminently"? Is SRMH planning on expanding its service area?

Please refer to question DS4 above

MP3. We've lived on Doyle Park Drive for 18 years. I have never experienced such low helicopter flights flying right over my house as I have in the past few years. We have been told over and over that helicopters won't fly over residential areas, yet they do regularly. We were told that helicopters will Never use the creek as a flight path, although they do, especially in the middle of the night.

Please see item DS6 above

MP4. How many different companies providing helicopter transport services land at SRMH?

The EMS Agency authorizes global medical response (REACH and CALSTAR), Sonoma County Sheriff's helicopter (H1) and the California Highway Patrol (CHP). There is the potential for outside aircraft to access SRMH and the outside providers are tracked by the hospital.

MP5. How are pilots informed of approved flight paths? Many are not following the approved flight paths. Are there any consequences when flight paths are not followed or are ignored? We keep hearing it's the wind. If it's too dangerous to fly over 4th St, then it's too dangerous to fly over our neighborhood, too. I am in support of helping others during trauma, but while the helicopter crew is busy saving a life in the helicopter, others are absolutely *terrified* below when flights fly over our homes.

All pilots responding as an authorized provider are required to orient to the approved flight paths. Instructions for the approved approaches to SRMH are included on the CALTRANS heliport website as they are responsible for the authorization of the helipad. All mitigations taken with the pilots are documented and reviewed by the EMS agency and the EMS aircraft provider is responsible for ensuring staff are trained to our local flight paths.

MP6. I know that we have asked for various reports and we still have not gotten to read them, especially environmental process reports. Why haven't we received this information? SRMH was built a decade *after* our neighborhood. We should be given respect, full transparency and we should be heard.

If your request was for a copy of draft documents related to compliance with the California Environmental Quality Act for the Board of Supervisor's consideration of a proposed agreement to extend the level II trauma center designation for Memorial Hospital, then in response we note that such draft records are not public and are withheld under the deliberative process privilege and because they are not drafts kept in the ordinary course of business where the public interest in disclosure outweighs the public interest in non-

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disclosure. Any draft reports and documentation specific to the renewal of the trauma agreement are currently being developed and once in final form will be presented with full public access at the regular meeting of the County of Sonoma BOS, tentative date March 15, 2022.

Community Meeting Level II Trauma Services email questions submitted by MM:

MM1. I have previously requested in writing drafts or copies of all correspondence, including emails, to date between the Sonoma County EMS Agency and staff, Santa Rosa Memorial Hospital staff and consultants, REACH, City of Santa Rosa representatives or staff regarding all matters concerning the discussions and negotiations on a new EMS Trauma II Agreement with Santa Rosa Memorial Hospital/Providence.

MM2. Did not receive any "draft" agreement on a new EMS Trauma II agreement to review in advance of this meeting.

All reports and documentation specific to the renewal of the trauma agreement are currently being developed and once final will be presented with full public access at the regular meeting of the County of Sonoma BOS, tentative date March 15, 2022.

MM3. At previous neighborhood meetings and with SCEMS staff, neighbors were told that "deal points" or issues to be a part of a NEW AGREEMENT NOT A RENEWAL OF THE EXISTING AGREEMENT, since there were so many important issues and impacts raised by the neighborhood residents? What has changed now, since we have not even received a list of deal points or a draft agreement so neighbors can review and provide comments or concerns?

The EMS Agency is confused by this question. Negotiations and terms of the next contract are ongoing between the agencies named in the contract.

MM4. Limiting public comments to 2-3 minutes each seems unreasonable as we have waited for months for this public meeting with the EMS Agency members to express our concerns regarding any new agreement. If this is a workshop format isn't there opportunity for a bit more time for public comments and questions?

We modified the speaker timeframe prior to the community meeting based on this comment. This was established as an early ground rule to ensure all speakers had an opportunity to speak.

MM5. Without any knowledge of what issues are being considered in a new agreement, how can the neighbors feel respected and listened to regarding important issues and impacts?

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This contract is going through standard county board process, which affords the public an opportunity to participate and voice comments to the final decision-maker, which is the Board of Supervisors.

MM6. Will there be a presentation or discussion of the Environmental Review process that will be completed as a part of this new agreement?

This contract is going through standard county board process. The material provided to the public and the Board in conjunction with the standard county board process, will address compliance with applicable laws. As indicated during community outreach, staff expects to recommend one or more exemptions from the California Environmental Quality Act. An environmental impact report (EIR) is not required to extend the hospital's current designation.

MM7. As a part of the Environmental Review, will there be a detailed plan for "Mitigation Measures" of the environmental impacts as an integral part of any new agreement? Neither SC EMS or SR Memorial Hospital had copies of the Mitigation measures referenced in the last 10 year agreement so it was next to impossible to identify existing mitigation measures and more importantly whether SR Memorial/REACH were operating in accordance with these mitigation measures?

All reports and documentation specific to the renewal of the trauma agreement are currently being developed and once final will be presented with full public access at the regular meeting of the County of Sonoma BOS, tentative date March 15, 2022.

MM8. Will the new agreement have "Enforcement Measures" penalties for failure to follow terms, conditions and mitigation measures in any new agreements and how will they be enforced? The previous 10 year agreement had no such enforcement measures against SR Memorial/REACH.

Responsibilities were included in the previous contract and staff will be recommending that the Board of Supervisors include them in the next contract. The EMS Agency is responsible for monitoring and compliance.

MM9. It would be helpful for all parties and decisionmakers to show how EMS medical helicopter trips into SR Memorial Hospital have increased in the last ten years. Request that either SR Memorial or SC EMS staffs present a written report of such trips, including origins of such flights per month from 2000 to 2021?

Please see flight data graph provided on page 7 of this Q&A.

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MM10. Will the City of Santa Rosa be involved in the review or approval of any new agreement since they had a significant role in the previous 10 year agreement?

This is an agreement between the County of Sonoma and SRMH. The city of Santa Rosa was represented in the Community Meeting by Santa Rosa Fire Department. The city's level of participation is a decision the city made.

MM11. What is the timeline for circulation of a recommended draft agreement ?

Board of Supervisors date, tentative March 15, 2022.

MM12. Will be further public workshops or meeting with the neighborhood residents in an open and transparent process to promote respect and cooperation between all parties?

Yes, regular meeting of the County of Sonoma Board of Supervisors

MM13. What special studies will SR Memorial Hospital be REQUIRED to perform in advance of any new service agreement regarding issues such as: Noise attenuation studies for surrounding neighborhoods, air pollution studies of fumes from low flying helicopters coming into and departing from SR Memorial Hospital a situation that has gotten worse in recent years since SRMH has constructed 5 story Medical Office Building and Parking Structure directly across the street from the EMS Helicopter Landing Zone? To date, such studies to determine such impacts and appropriate mitigation measures have never been done by SR Memorial Hospital since it began EMS Helicopter services decades ago.

Negotiations and terms of the next contract are ongoing.

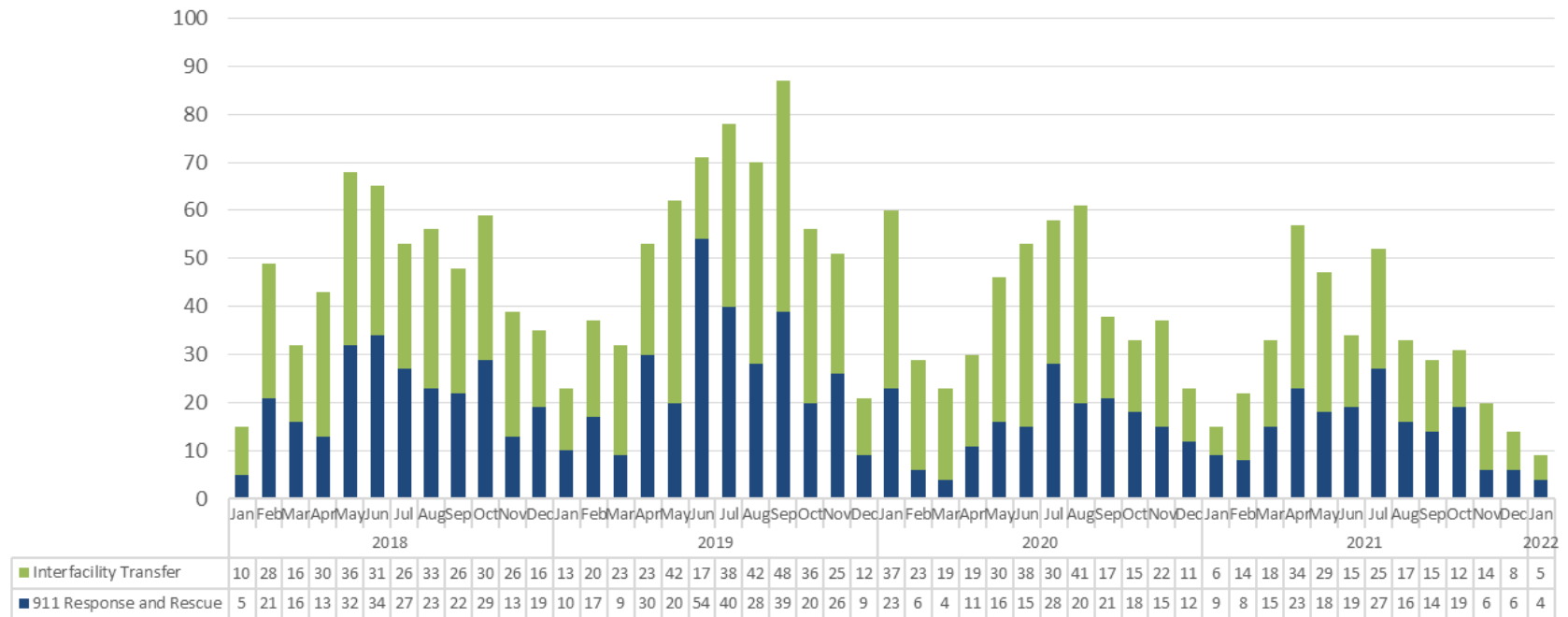
MM14. Who is the lead agency in this process going forward, SC EMS, SR Memorial Hospital, REACH, City of Santa Rosa?

County of Sonoma Department of Health Services, Coastal Valleys EMS Agency

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FLIGHT DATA SLIDE:

Aircraft Transports to SRMH (all agencies, all call types) by Month 2018 - Present



Community Meeting Level II Trauma Services email questions submitted by KS

KS1. How was this **first** meeting noticed? A designated radius or another perimeter measurement from SRMH? And how were the notices delivered? Who decided these guidelines of notification? I, as a regular (22 year) neighborhood meeting member received only an email that showed about 43 other emails in the link, I did not get any snail mail or other notification. This is not the entire neighborhood affected and many folks may not have email services, or may not have been able to fully access the meeting like me or not been notified at all.

The neighbors group requested the County of Sonoma host a community meeting and requested that leadership from the Department of Health Services, County Counsel, and Board of Supervisors be represented. Future public meetings of the Board of Supervisors to consider a proposed contract will be noticed as required by law. The public will have an opportunity to provide comment at the regular meeting of the Board of Supervisors.

A very brief history summary for any newcomers and apologies to those who are aware: our houses were built mostly in the 1930s & 1940s with some later infill sites. Memorial Hospital was built in 1950. The helipad was built and approved in 1985 with a cap of 175 flights per year. The 2000 Trauma Center designation was approved despite much contentious opposition from us neighbors and a strong fight for it by Sutter Hospital. This designation removed any flight cap numbers for the helipad at Memorial. The EIR mandated that regular meetings with the neighbors & hospital take place. Because of these mandated meetings with a city rep, neighbors, Memorial, EMS reps & providers we worked out flight paths that seemed to benefit the majority. These paths have been in use during these past two decades, with us neighbors monitoring & chiming in when errant flights occur and getting feedback & corrections from the providers. The quarterly meetings have been ongoing and I feel mostly beneficial in the long run.

Many of us have lived with the Trauma Center for 22 years. As part of the original agreement in 2000, it was mandated that a member of the city planning commission would attend and moderate the meetings. This worked well and helped with the contentious atmosphere for several years. I believe Andrea Learned from Memorial can attest to this. She is the only hospital representative I know of still working at the hospital since the trauma designation. She would be a valuable asset to this discussion, as most other involved personnel, including CEOs have only been in their positions for an average of 3 years or so. This makes the historical continuity often difficult & frustrating for us neighbors.

So we are not NIMBYS now, the Trauma Center has already been in our back yards for 22 years. We have done our civic duty and are wanting to proceed with some mitigation efforts for some relief as 2021 flights were particularly bad so we have questions about the affect of the build out of the Medical Office Bldg & parking garage on Montgomery Dr. I don't believe there was any helicopter noise testing done in the approval of these buildings. I thought that the proposed buildings being further from our neighborhood and near the hospital's core zone was good, but did not have any understanding of the potential sound ramifications of the tall buildings. Still don't, but are they now possibly affecting the noise level around the landing pad - Doyle Park Dr, Parker Dr., Fair Oaks and north

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Talbot potential Ave area? Is it a direct affect of the build out or coincidence? We'd like to know. The EMS rep said at a neighborhood meeting in 2021 that a sound study would be considered by the hospital. Nothing has been done to date.

Your comments have been captured, and will be forwarded to the Board of Supervisors.

KS2. Question - Does the City of SR play any part in this redesignation, any Conditional Use Permit issues?

The County of Sonoma and the EMS Agency authorize trauma designation. Questions related to any zoning or land use permits should be directed to the City of Santa Rosa, which has land use authority over the site.

KS3. What triggers the need for another EIR to be done, given all the changes that SRMH has made over the last 21 years without one and noise level complaints rising?

Staff is recommending that the Board rely on one or more exemptions under the California Environmental Quality Act when approving a proposed agreement to continue the trauma center designation. If members of the public believe an EIR should be prepared, they may direct those comments to the Board of Supervisors as part of public comment.

KS4. Are there any better flight pattern options that would benefit the neighborhood without compromising flight safety? Maybe there's something we're missing here?

The current flight paths were selected after partnering with the neighbors group to conduct fly-overs to best identify appropriate flight paths to reduce noise. In 2013/2014, flight elevation adjustments were also adopted and revised on the CALTRANS heliport page, per a request from the neighbors group.

KS5. This came up during the meeting and was asked to be clarified by I believe Supervisor Coursey, what are the annual number of flights now compared to years past? We, as neighbors know that 2020 was an anomaly on the low end (one small thank you to Covid), but that 2021 went way up - was it only up from 2020 or up overall say from 2018 & 2019? Let's see some totals for maybe 10 years?

The County of Sonoma has been able to provide vetted data since 2018 when Sonoma County/EMS Agency adopted an electronic data system, Image Trend. Please see the flight graph on page 7 providing flight data since 2018.

KS5. Any possibility of using the west tower as the landing pad instead of the east tower? I ask this knowing full well the location logistics as they exist now, but future options? A better option all around? Less conflict down the road? Could Memorial endure the cost (long term) or move emergency & helipad to the 1111 Sonoma property (in a commercial zone) and develop a new completely

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redesigned & integrated trauma/ER facility? We neighbors have asked over the years for a master plan of their intended build out, mainly because of their encroachment into the neighborhood, but truly as a city and county shouldn't we be clued in to some sort of plan for a facility that could impact all of us?

This is not a question for the County of Sonoma and should be addressed to Santa Rosa Memorial Hospital.

KS6. Question - What is the "tipping point" of the capacity of a level 2 trauma center? How much does a neighborhood have to take on and for how long? When do we as a **community** and **Sonoma County** look at the need to develop another trauma center (a regional issue not just county, I know) to alleviate the number of flights impacting an inner city neighborhood? Solano County (similar population count to ours) has 2 trauma centers. What motivated that county to support 2? Memorial Hospital is located directly on the Rodgers Creek fault line. Would we not be wise to have another option for trauma services in the event of the inevitable? Many questions on this topic alone that I feel need addressing at least the county, and probably regional level. At our quarterly meetings with the hospital, EMS and providers, these topics have often come up over the years but it's only a discussion, nothing moves into looking at the reality of a solution, which I and others feel we should be addressing. It's truly a North Bay issue to be considered for all of us.

Your comments have been captured, and will be forwarded to the Board of Supervisors. As part of public comment, comments regarding or requests for the County to explore designation of additional level II trauma centers may be submitted.

Suggestion - we have been looking at the break down of flight types for two decades now and feel that while there is no way nor desire (we neighbors all know the importance of on scene emergency flights) to control on site rescues, there may be some way to encourage the number of inter facility transfers to go through other hospitals/trauma centers, depending on specific needs. Also, encouraging as many off site transfers as possible. We think these deserve further study by EMS and in fact have been offered as possible alternatives to lower Memorial's flight volume at one of our quarterly meetings last year.

Your comments have been captured, and will be forwarded to the Board of Supervisors. The transfer of patients from one hospital to another (inter-facility transfers) is evaluated and determined by the physician at the sending facility providing care for the patient and the receiving physician who will accept patient and provide ongoing care at the new facility.

Off sight landing are an option and are utilized when both the sending and receiving physician deem appropriate. All flight are monitored by the Coastal Valleys EMS Agency.

Suggestion - any new helicopters being purchased should be mandated to be of the lowest, unleaded fuel emissions available at the time of purchase and lowest noise ratings possible. Electric on the horizon??

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Your comments have been captured, and will be forwarded to the Board of Supervisors. Global Medical Response upgraded their aircraft fleet in 2013 with sound reducing engines.

Suggestion - require, not request (as has been our only option to date) that **all** pilots that fly into Memorial (including non-regular providers such as UCSF, Stanford, UCDavis, CHP, Sonoma County Sheriff) receive regular, mandatory & publicly documented training on approved flight paths into & out of Memorial.

Your comments have been captured, and will be forwarded to the Board of Supervisors. All recommended flights into Santa Rosa Memorial Hospital are located on the CALTRANS heliport webpage. All local pilots are trained to use the approved flight paths unless safety is a concern (please see flight path chart on page 12).

Sonoma County nor the EMS Agency can control the rates, routes or schedules of our EMS aircraft. Those are controlled by the Federal Aviation Administration.

Suggestion - I really think that Supervisor Gorin's question about approving a shorter renewal period is key as we have so many questions to get answers to, some that may require lengthy tests, also still wondering how many in the affected vicinity even got notified of the January meeting.

Your comments have been captured, and will be forwarded to the Board of Supervisors. As part of public comment, any additional comments regarding or requests for the County to explore designation of additional level II trauma centers may be submitted to the Board of Supervisors.

I think it's obvious, but not one of my neighbors thinks the Trauma Center is not needed, period. We know that no other hospital will be stepping up at the moment to apply for Trauma designation, so it will remain to Memorial to fill the much needed position and I thank them for their honest commitment to our community. But we need some relief here in our beloved neighborhood, 2021 was tough and contentious. Having an active helipad in the midst of our regular lives is disruptive, can be scary or worse if you're a new parent or war Vet. That being said, after 22 years, I'm hoping we can move forward to mitigate what we can and maintain that wonderful quality of neighborliness that we all benefit from.

Your comments have been captured and will be provided to the Board of Supervisors, thank you.

PRESENTATION



County of Sonoma
Santa Rosa Memorial Hospital
Level II Trauma Service Contract

Current Contract

Level II Trauma Services

County of Sonoma and Santa Rosa Memorial Hospital entered into the current agreement for Level II trauma services on May 1, 2010

- 8-year initial term with option to extend (executed in May 2018)
- Current agreement to expire April 30, 2022

Board of Supervisor Approval Process

County staff provided a full presentation on March 22, 2022

County staff was asked to return today with contract revisions to include language supporting an air-quality study.

County staff met with Providence, Santa Rosa Memorial Hospital and they agreed to support both an air-quality and sound study within 18 months of the effective date of the new contract.

Proposed summary of changes to Trauma Center Contract

- **Section 5 of the Agreement expanded to address preparation of both a noise study and an air quality study**
- **Hospital responsible for funding the studies**
- **Both studies required to be prepared by qualified professionals**
- **Scope of work and study area for the studies are subject to approval by the EMS Agency prior to consultants commencing study work, where EMS Agency will not unreasonably withhold approval.**
- **Noise study will (1) evaluate current Caltrans identified helicopter flight paths and at least two alternative paths, and (2) identifies which of the approved or alternative paths generates the least noise for persons residing in the vicinity of the hospital. Either party may seek Caltrans approval for any alternative flight path if the study's recommendations so warrant.**
- **Air quality study will (1) examine the potential of trauma related flights to and from the hospital to affect air quality in the residential areas in the vicinity of the hospital, and (2) identify recommendations, if any, to respond to the study's conclusions**
- **Studies must be completed and delivered to EMS Agency within 18 months of execution of the Agreement, but that deadline may be extended by up to 6 months by the EMS Agency for good cause shown by the Hospital.**
- **Final studies will be posted on the Hospital's public website for a minimum of 180 days. The study will be a public record in the possession of the EMS Agency.**
- **Hospital and County may amend the agreement to incorporate noise attenuation and air quality improvement measures and recommendations consistent with the studies and to the extent allowable by law, recognizing that the parties do not have authority over flight paths.**
- **Creates an opportunity for interested community members to provide comments on any proposed amendments developed by the Hospital and EMS Agency to address findings and recommendations of the sound and air quality studies required under this Agreement.**
- **Includes a provision for notifying Bay Area Air Quality Management District, Federal Aviation Administration, and Caltrans of the availability of the final studies.**
- **Quarterly meetings remain required as part of existing mitigation measures under the Agreement. The Agreement does not include provisions for modifying quarterly meetings with neighbors. However, EMS Agency will continue to explore measures to improve meetings going forward.**

Revised Sound and Air Quality Language

- The parties acknowledge that Caltrans has authority to establish flight paths for helicopter approaches and departures at the hospital, and that the County does not possess this authority. The parties further acknowledge that individual pilots are ultimately responsible for the safe operation of their aircraft. Nevertheless, the parties agree that a noise and an air quality study, conducted by qualified professionals skilled in the area of noise and air quality analyses, respectively, can assist the parties in identifying impacts from the operation of aircraft arriving at or departing from the hospital as a result of the continued designation of the hospital as a Level II Trauma Center, and may identify ways the parties can address noise attenuation and air quality improvement.
- Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed noise study that (1) evaluates current Caltrans identified helicopter flight paths and at least two alternative paths, and (2) identifies which of the approved or alternative paths generates the least noise for persons residing in the vicinity of the hospital. Either party may seek Caltrans approval for any alternative flight path if the study's recommendations so warrant. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other sound professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the noise study prior to the commencement of study work, where such approval will not be unreasonably withheld.

Revised Sound and Air Quality Language Continued

- Hospital agrees to, at its sole expense, and within 18 months of the effective date of this Agreement, deliver to EMS Agency a final completed air quality study that (1) examines the potential of trauma related flights to and from the hospital to affect air quality in the residential areas in the vicinity of the hospital, and (2) identify recommendations, if any, to respond to the study's conclusions. The study shall be performed by a professional with the degree of skill, education, and experience commonly possessed by other air quality professionals conducting similar studies. Hospital agrees to seek and obtain the approval of the EMS Agency of the proposed scope of work and study area for preparation of the air quality study prior to the commencement of study work, where such approval will not be unreasonably withheld.
- Consistent with Section 33.7, this agreement may be amended to incorporate noise attenuation and air quality improvement measures and recommendations consistent with the studies and to the extent allowable by law and within the authority of the parties to implement. The Parties agree to provide an opportunity for interested community members to provide comments on any proposed amendments developed to address findings and recommendations of the sound and air quality studies required under this Agreement. Notwithstanding this paragraph, the EMS Agency may in writing extend the 18-month timeframe provided under Section 5 for the delivery of studies by up to six months for good cause shown.
- Hospital agrees to post the final completed noise and air quality studies on its public website for a minimum of 180 days from the date each respective study is delivered to EMS Agency. Hospital acknowledges that the final study, in the possession of the EMS Agency, will be a public record subject to public disclosure in accordance with the California Public Records Act. On its own initiative, or upon EMS Agency's request, Hospital will notify the following agencies of the availability of the final studies: Bay Area Air Quality Management District, Federal Aviation Administration, and Caltrans.

Recommendation

Staff recommends approval of contract for Level II Trauma Services with Providence Santa Rosa Memorial Hospital.

If approved, contract moves forward and the residents, neighboring residents and visitors of Sonoma County will continue to be assured that highly trained and specialized medical care professionals will be immediately available to provide life-saving interventions on patients suffering from acute injuries and illness.

Questions?