HOSPITAL DESIGNATION AGREEMENT
BY AND BETWEEN THE COUNTY OF SANTA CLARA
AND "SAINT LOUISE REGIONAL HOSPITAL"

This Hospital Designation Agreement, effective as of January 1, 2017, together with any Annex(es) attached hereto (collectively, “Agreement”), is entered into by and between the County of Santa Clara (the “COUNTY”) and Saint Louise Regional Hospital (the “HOSPITAL”). HOSPITAL and COUNTY may be herein referred to individually as “party” and collectively as “parties.”

WHEREAS COUNTY wishes to assure the highest quality of care by directing acute patients to facilities committed to receiving and appropriately treating prehospital patients;

WHEREAS COUNTY has found that HOSPITAL meets COUNTY criteria for receiving and treating acute, prehospital patients;

WHEREAS HOSPITAL is willing to accept designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center (as described in the applicable Annex(es)); and

WHEREAS HOSPITAL, by virtue of the parties’ execution of this Hospital Designation Agreement and the attached Annex(es), shall be designated by COUNTY as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein and other good and valuable consideration, COUNTY and HOSPITAL do hereby expressly agree as follows:

1. DEFINITIONS

For purposes of this Agreement:

A. “Assignment” and “Delegation” mean any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

B. “Cause” includes, but is not limited to, the following:

(1) Failure of HOSPITAL to operate in a manner which enables the COUNTY or the HOSPITAL to remain in compliance with applicable laws, rules, regulations, or EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Manual;
(2) Failure of HOSPITAL to provide timely physician coverage for patients transported to HOSPITAL pursuant to this Agreement, causing unnecessary risk of mortality or morbidity, as determined by COUNTY;

(3) Any failure of performance, clinical or other, required in accordance with the Agreement and which is determined by the EMS Agency’s Medical Director to constitute an endangerment to public health and safety.

(4) Falsification of information or data supplied by HOSPITAL to COUNTY;

(5) Acceptance by the HOSPITAL or HOSPITAL’S employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the HOSPITAL or HOSPITAL’S employees could be reasonably construed as a violation of federal, state or local law.

(6) Failure by HOSPITAL to strictly observe any provision in this Agreement;

(7) Failure by HOSPITAL to remedy recurring malfunction, staff shortages, response delays or facility problems leading to diversion of ambulances; and

(8) The HOSPITAL is adjudged to be bankrupt or has a general assignment for the benefit of its creditors, or a receiver is appointed on account of HOSPITAL’s insolvency.

C. “EMS Agency” means the COUNTY’s Emergency Medical Services Agency.

D. “EMS System” means the emergency medical services system operated by the EMS Agency to provide personnel, facilities, and equipment for the effective and coordinated delivery of medical care services under emergency conditions in the COUNTY.

2. TERM

This Hospital Designation Agreement shall be valid for a period of three years, beginning on January 1, 2017 and continuing until December 31, 2019, unless earlier terminated pursuant to this Hospital Designation Agreement. Any Annex entered into pursuant to this Hospital Designation Agreement shall be valid from the date of mutual execution of the Annex until the earliest of (1) expiration of this Hospital Designation Agreement, (2) termination of this Hospital Designation Agreement, or (3) termination of the Annex.

3. DESIGNATION FEES

A. Amount of Fee(s)

In exchange for designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center, HOSPITAL shall pay COUNTY in accordance with the COUNTY Board of Supervisors’ approved fee schedule, as may be amended by the COUNTY from time to time, together with any fee(s) identified in the attached Annex(es). The fee(s) shall be used to pay the cost to the
EMS Agency of administering and evaluating the 9-1-1 EMS Receiving Center system, STEMI Receiving Center system, Stroke Center system, and/or Trauma Center system, as applicable.

B. Payment of Fee(s)

Fee(s) shall be paid in full within forty-five (45) calendar days of receipt of an invoice from the COUNTY.

4. DISCLAIMER

HOSPITAL acknowledges that COUNTY makes no representation, and does not guarantee that any patients will be delivered, directed, or diverted to HOSPITAL for care pursuant to this Agreement and cannot assure that a minimum number of patients will be delivered to HOSPITAL during the term of this Agreement.

5. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall comply with all HOSPITAL obligations set forth in the attached Annex(es).

B. HOSPITAL shall comply with all standards criteria identified within this Agreement, as well as all applicable EMS Agency policies and procedures, as amended from time to time, including but not limited to the Santa Clara County Prehospital Care Policy Manual.

C. Any transfer of a patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd), the regulations promulgated thereunder, and applicable EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

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.

E. HOSPITAL shall provide, at HOSPITAL’s sole expense, all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement. All such services will be performed by HOSPITAL, or under HOSPITAL’s supervision by persons authorized by HOSPITAL to perform such services.

F. HOSPITAL shall immediately notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing the services described in this Agreement.

G. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet any standards identified in this Agreement, within the timeframes established by the EMS Agency.

H. Required Designation as a 9-1-1 EMS Receiving Center
As a condition of obtaining and maintaining designation as a STEMI Receiving Center, Stroke Center, Adult Trauma Center, or Pediatric Trauma Center, HOSPITAL shall obtain and maintain designation as a 9-1-1 EMS Receiving Center.

I. Licensing and Accreditation

(1) HOSPITAL shall possess a current California Department of Public Health license for basic or comprehensive emergency service.

(2) HOSPITAL shall maintain accreditation by the Joint Commission.

(3) HOSPITAL shall notify COUNTY within 24 hours any time that HOSPITAL becomes aware that HOSPITAL is not in compliance with any material applicable federal, state, or local laws, rules, regulations, policies or procedures related to performance of services under this Agreement. Such notice shall indicate the reason(s), date(s), and time(s) for non-compliance and corrective actions that are being taken to resolve the violation. The COUNTY shall determine, in its sole and absolute discretion, whether the HOSPITAL may continue to receive patients pursuant to this Agreement during the period that corrective actions are underway.

J. Compliance With All Laws and Regulations

HOSPITAL shall comply with all laws, codes, regulations, rules and orders applicable to its performance under this Agreement, including but not limited to applicable EMS Agency policies and procedures such as the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

K. Data Collection/Records

(1) HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer of otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify patients served pursuant to each Annex to this Agreement.

(2) On a quarterly basis, HOSPITAL shall provide the EMS Agency with patient outcome information for patients transported to HOSPITAL pursuant to this Agreement. This information shall be in an electronic format reasonably acceptable to the COUNTY. This information shall be used for quality improvement activities for patients transported to the HOSPITAL for evaluation, treatment or as otherwise permitted by HIPAA, the California Confidentiality of Medical Information Act, and other applicable statutes, regulations, ordinances, or policies.

(3) HOSPITAL shall provide insurance/billing information on 9-1-1 EMS patients transported to the HOSPITAL, to the ambulance company that transported the patient to the facility at time of transport, if possible.
(4) HOSPITAL shall participate in data collection and evaluation studies conducted by the EMS Agency, including but not limited to clinical outcomes, upon written request from the EMS Agency.

(5) HOSPITAL shall submit reports to EMS Agency quarterly or as requested.

(6) Specific to non-trauma center hospitals: If HOSPITAL is not designated by COUNTY as a Pediatric Trauma Center or Adult Trauma Center, HOSPITAL shall submit specific outcome data quarterly for all patients who are transported by ambulance to the HOSPITAL and then admitted to the HOSPITAL with an ICD-9 (or subsequent ICD-10) injury code between 800-959.9 if they meet COUNTY’s prehospital major trauma criteria. It is preferable for a non-trauma center hospital to transfer patients who meet major trauma criteria to a Pediatric Trauma Center or Adult Trauma Center, as applicable. If a non-trauma center hospital receives and admits patients who meet COUNTY’s prehospital major trauma criteria, the EMS Agency may require the hospital to submit additional outcome information. This information may include but is not limited to: nature and extent of injuries, diagnostic tests performed, treatment, surgical procedures, unplanned readmissions, complications, ED and hospital disposition data, mortality rates and length of stay. These reports shall be incorporated into the Santa Clara County Trauma Registry.

6. OBLIGATIONS OF COUNTY

   A. COUNTY shall comply with all COUNTY obligations set forth in the attached Annex(es).

   B. COUNTY shall provide or cause to be provided to HOSPITAL system data related to prehospital care that COUNTY determines shall contribute to continuous quality improvement, provided, however, that this subsection shall not confer any right to HOSPITAL to receive or demand system data from COUNTY.

   C. COUNTY shall develop and promulgate medical control policies and EMS System procedures consistent with applicable federal and state statutes and regulations, and COUNTY ordinances.

   D. COUNTY shall administer and coordinate the EMS System consistent with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, codified in California Health and Safety Code Division 2.5.

   E. COUNTY shall use its best efforts to procure funding to maintain the EMS System, including actively seeking grant funding at the federal, state, and local levels.

   F. COUNTY shall provide HOSPITAL with standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual, as may be amended from time to time.
G. COUNTY shall develop and coordinate a comprehensive EMS data collection system, in consultation with various EMS System stakeholder committees and HOSPITAL, which includes required data elements, data analysis, report generation, and other details related to evaluating and ensuring the quality of the EMS System.

H. COUNTY shall develop EMS policies and procedures, clinical protocols and other EMS plans based on the processes described in the EMS Policies and Procedures Manual, as may be revised from time to time by COUNTY. Whenever reasonably possible, COUNTY shall provide HOSPITAL with adequate time to plan, budget and train personnel affected by changes in EMS policies, procedures, clinical protocols or other EMS plans.

I. COUNTY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL’s responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to patients lacking the ability to pay for services.

7. MUTUAL COOPERATION

It is agreed that mutual non-competition among facilities that have entered into Hospital Designation Agreements with COUNTY, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS System. In furtherance of such cooperation, HOSPITAL agrees to provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport patients to HOSPITAL pursuant to this Agreement. HOSPITAL shall not charge helicopter services for such landing privileges.

8. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIALS

HOSPITAL agrees to meet with all other facilities that have entered into agreements with COUNTY to provide the services described in the attached Annex(es) in order to establish guidelines concerning the publication and use of data relating to the system for providing those services and any other such facility. By way of example, if HOSPITAL has executed an Annex for designation as an Adult Trauma Center or Pediatric Trauma Center, HOSPITAL shall meet with all other Trauma Centers designated by the COUNTY in order to establish guidelines concerning the publication and use of data relating to the trauma system and any other Trauma Center. COUNTY shall note HOSPITAL’s contribution of data to any materials, within such materials, that are published or issued as result of this Agreement. Each party shall note the other party’s contribution of data to any materials, within such materials, published or issued as a result of this Agreement.

9. ADVERTISING, MARKETING AND INFORMATION

Prior to publicly releasing any marketing materials primarily related to the provision of services covered under this Agreement, HOSPITAL shall provide COUNTY the opportunity to comment on and approve any such marketing materials. HOSPITAL shall not represent itself to be the EMS System, a 9-1-1 EMS Receiving Center, a Stroke Center, an Adult
Trauma Center, a Pediatric Trauma Center, or a STEMI Receiving Center unless designated by the COUNTY pursuant to this Agreement.

10. PERFORMANCE MONITORING

The EMS Agency and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL’s performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL’s staff and patients. At any time during normal business hours, as often as the EMS Agency may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to the EMS Agency, upon the EMS Agency’s request, all of HOSPITAL’s records with respect to all matters covered by this Agreement.

11. DEBARMENT

HOSPITAL certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) HOSPITAL has performed an appropriate screen of these employees prior to making this certification; and (iii) it shall screen all new employees who provide services under this Agreement. HOSPITAL certifies that HOSPITAL has not been convicted of a criminal offense related to health care, nor is HOSPITAL listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs. HOSPITAL agrees that if any of its employees providing services under this Agreement are convicted of a crime related to health care or debarred, such employees shall be removed from any responsibility or involvement in the provision of services under this Agreement once the criminal conviction or debarment is final. HOSPITAL shall notify COUNTY of the pendency of such charges or proposed debarment or exclusion against it or against HOSPITAL’s employees. HOSPITAL shall indemnify, defend and hold harmless COUNTY for any loss or damage resulting from HOSPITAL’s or HOSPITAL’s employees’ criminal conviction, debarment or exclusion.

12. CONFLICTS OF INTEREST

HOSPITAL acknowledges that ambulances shall be directed by EMS Agency policies and procedures. Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the diversion of an ambulance in violation of EMS Agency policies and procedures. HOSPITAL and COUNTY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

13. CONFIDENTIALITY

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. COUNTY agrees that it is a “Health Oversight
Agency” under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital.

Nothing in this Agreement shall require HOSPITAL to provide or disclose to COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital (hereafter, “Medical Staff Committee Documents”). In the event that HOSPITAL in its discretion chooses to share Medical Staff Committee documents or the contents thereof with County, County acknowledges that such documents may be protected under California Evidence Code Section 1157 and agrees to strictly maintain the confidentiality of documents protected under Evidence Code Section 1157.

14. INDEMNIFICATION AND INSURANCE

HOSPITAL and COUNTY shall comply with the applicable indemnification and insurance provisions attached as Exhibit A.

15. DISPUTE RESOLUTION

A. HOSPITAL shall identify specific individuals and provide their contact information for those who are authorized to assist the EMS Agency with dispute resolution under this Agreement.

B. HOSPITAL shall respond to written requests of the EMS Agency for information regarding any perceived dispute within five (5) business days, unless otherwise mutually agreed, following receipt of such request.

C. HOSPITAL is encouraged to resolve normal day-to-day operational concerns directly with involved parties, such as other EMS System providers and hospitals. If a dispute is not resolved at this level, the HOSPITAL may refer the dispute to the Director of the EMS Agency for further review and action.

16. TERMINATION

A. Termination without Cause. Either party may terminate this Agreement, either in whole or in part, for convenience at any time without penalty or liability by giving 180 days prior written notice specifying the effective date and scope of such termination.

B. Termination for Cause.

(1) In the event of a condition or circumstance constituting Cause for termination, a party shall have all rights and remedies available at law or in equity under this Agreement, including the right to terminate this Agreement, either in whole or in part.
(2) If COUNTY determines that Cause exists for potential termination of this Agreement, either in whole or in part, the COUNTY shall provide reasonable notice to HOSPITAL of the Cause. HOSPITAL shall have up to thirty (30) days to either cure the default or provide evidence to the reasonable satisfaction of the COUNTY that Cause for termination does not exist. If HOSPITAL has not cured the default, or if the default cannot be reasonably cured, within the 30 day cure period, COUNTY may, at its option, decide whether to (a) give HOSPITAL additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for Cause.

(3) In the event that the COUNTY determines that the Cause for termination poses a danger to public health or safety, the COUNTY may, in its sole and absolute discretion, decide not to allow HOSPITAL to have a cure period and immediately terminate this Agreement, either in whole or in part, without penalty upon issuing either oral or written notice to HOSPITAL.

C. Consequences of Termination. In the event of COUNTY’s termination of this Agreement, either in whole or in part, the HOSPITAL shall be liable for costs, if any, incurred by the COUNTY because of HOSPITAL’s default. HOSPITAL shall promptly reimburse the COUNTY for the full amount of its liability, or, at COUNTY’s option, the COUNTY may offset such liability from any payment due to HOSPITAL under any contract with the COUNTY.

17. BUDGETARY CONTINGENCY

Performance and/or payment by the COUNTY pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the COUNTY for services covered by this Agreement. If funding is reduced or deleted by the COUNTY for services covered by this Agreement, the COUNTY may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

18. ASSIGNMENT AND DELEGATION

HOSPITAL shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the prior written consent of COUNTY. No Assignment or Delegation shall release HOSPITAL from any of its obligations or alter any of its obligations to be performed under the Agreement. This provision shall not be applicable to services agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

19. NON-DISCRIMINATION

A. HOSPITAL shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County’s policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and
Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. HOSPITAL shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall HOSPITAL discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

B. HOSPITAL’s violation of this provision shall be deemed a material default by HOSPITAL giving COUNTY a right to terminate this Agreement for cause.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed by the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, either oral or in writing, with respect to the subject matter hereof.

21. NO THIRD PARTY RIGHTS

No provision in this Agreement shall be construed to confer any rights to any third person or entity.

22. INDEPENDENT PROVIDER STATUS

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this Agreement. HOSPITAL understands and agrees that all HOSPITAL employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers’ Compensation liability, employees solely of the HOSPITAL and not of COUNTY.

23. SEVERABILITY

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

24. GOVERNING LAW; VENUE
This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

25. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

26. NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named.

The EMS Agency Director shall have the authority to issue all notices which are required or permitted by COUNTY hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

Notices to COUNTY shall be addressed as follows:

EMS Agency Director  
County of Santa Clara  
Emergency Medical Services Agency  
700 Empey Way  
San Jose, CA 95128

Notices to HOSPITAL shall be addressed as follows:

John Hennelly,  
Chief Administrative Officer  
9400 No Name Uno  
Gilroy, Calif.  
95020

27. COUNTY NO-SMOKING POLICY

HOSPITAL and its employees, agents and subcontractors, shall comply with the COUNTY’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.
28. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties.

County of Santa Clara:                                      Hospital:

[Signature]
René G. Santiago
Deputy County Executive

[Signature]  12/29/14
John Hennelly
Chief Administrative Officer

Approved as to Form and Legality:

[Signature]  12/21/14
Jenny S. Lian
Deputy County Counsel

Approved:

[Signature]  12/29/16
John Cookingham
SCVHHS Chief Financial Officer

Attachments
Exhibit A:     Indemnification and Insurance
Annex A:      Designation as a 9-1-1 EMS Receiving Center
Annex B:      Designation as a Stroke Center
28. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties.

County of Santa Clara:  

______________________________  Date  
René G. Santiago  
Deputy County Executive  

Hospital:  

______________________________  Date  
Jordan R. Herget, FACHE  
Chief Executive Officer  

Approved as to Form and Legality:

______________________________  Date  
Jenny S. Lam  
Deputy County Counsel  

Approved:

______________________________  Date  
John Cookingham  
SCVHHS Chief Financial Officer  

Attachments
Exhibit A: Indemnification and Insurance  
Annex A: Designation as a 9-1-1 EMS Receiving Center  
Annex B: Designation as a Stroke Center
EXHIBIT A

Indemnity

Each of the parties shall indemnify, defend, and hold the other party, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or services provided by such party under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $5,000,000
EXHIBIT A

b. General aggregate - $5,000,000

c. Personal Injury - $5,000,000

d. Products/Completed Operations aggregate - $5,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Personal Injury liability
   c. Products/Completed
   d. Contractual liability, expressly including liability assumed under this Agreement
   e. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   Additional Insured Endorsement, which shall read:

   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. **Medical Malpractice Liability Insurance**
   a. Coverage shall be in an amount of not less than five million dollars ($5,000,000) per occurrence and ten million dollar ($10,000,000) aggregate.
   b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.
   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. **Claims Made Coverage**

   If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
   a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
   b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**E. Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
EXHIBIT A

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
ANNEX A
DESIGNATION OF HOSPITAL AS A 9-1-1 EMS RECEIVING CENTER

1. DESIGNATION AS A 9-1-1 EMS RECEIVING CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a 9-1-1 EMS Receiving Center, and HOSPITAL hereby accepts such designation.

2. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall provide acute, emergency care to any patient that comes to the emergency department of HOSPITAL by ambulance as the result of a 9-1-1 call to the COUNTY’s EMS system (“9-1-1 EMS patients”). HOSPITAL shall provide such care regardless of the patient’s ability to pay physician and/or hospital fees. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall provide the EMS Agency, on a regular and ongoing basis and upon request, with documents that demonstrate HOSPITAL’s compliance with EMS Agency policies and procedures and 9-1-1 EMS Receiving Center standards contained in this Annex.

D. HOSPITAL agrees to use EMSSystem (EMResource) or other COUNTY-approved hospital status and alerting system to manage hospital diversion and receive alerts from the Santa Clara County Emergency Medical Services System (“EMS System”) at HOSPITAL’s cost. COUNTY shall seek grant funding opportunities to fund this hospital status and alerting system.

E. HOSPITAL shall be responsible for the cost of programming, maintaining, and replacing radio equipment used by the HOSPITAL to access the COUNTY EMS Communication System.

F. If COUNTY EMS radios can not communicate unaided with County Communications within HOSPITAL’s facility, HOSPITAL agrees to provide, at its own cost, COUNTY-approved radio that isbi-directional amplifier/passive antenna or other appropriate technologies to support the use of COUNTY EMS portable radios within the HOSPITAL’s ED, administrative offices, and command center (or back up location).

G. HOSPITAL shall endeavor, in good faith, to develop an agreement with COUNTY whereby HOSPITAL shall conduct Post Mortem CT Examinations for selected deceased trauma patients in order to provide COUNTY with continuous quality improvement information.
H. HOSPITAL shall participate in disaster and EMS surge planning and related drills, simulations, and exercises at least twice each calendar year. HOSPITAL may substitute a response to an actual event if HOSPITAL completes and submits an After Action Report to COUNTY. COUNTY may approve or reject such substitution in its sole and absolute discretion.

I. HOSPITAL agrees to execute and maintain multiple agreements with COUNTY-permitted ambulance service providers at the Basic Life Support (BLS)-EMT, Advanced Life Support (ALS)-Paramedic, and Critical Care Transport-Registered Nurse level to facilitate the immediate inter-facility transfer of patients when necessary;

2. MEDICAL PERSONNEL AND STAFFING

A. Emergency Department Medical Director

1. HOSPITAL shall employ and designate, either directly or through contract, an Emergency Department Medical Director (the “Medical Director”). The Medical Director shall possess the following minimum qualifications:
   a. Board certified in Emergency Medicine (EM) through the American Board of Emergency Medicine (ABEM) (preferred) or the American Osteopathic Association (AOA).
   b. Residency trained in Emergency Medicine, Internal Medicine, Pediatrics or Family Practice.
   c. Be a member in good standing on HOSPITAL’s Medical Staff.

2. The Medical Director shall have the following responsibilities:
   a. Oversee clinical care provided in the Emergency Department (“ED”).
   b. Implement policies and procedures, relative to caring for 9-1-1 EMS patients, in accordance with applicable federal, state and local law and applicable County policies and procedures.
   c. Be responsible for providing qualified physician staffing for emergency medical services, 24 hours per day, seven days per week.
   d. Attend at least 50% of the EMS Agency’s regularly scheduled Prehospital Care System Quality Improvement Committee meetings and Medical Control Advisory Committee meetings. The Medical Director shall send a representative to any such meeting that he/she can not attend.

B. EMS Liaison

1. HOSPITAL shall employ and designate an EMS Liaison. The EMS Liaison shall have the following minimum qualifications:
   a. Working knowledge of the EMS System.
   b. Working knowledge of COUNTY’s Prehospital Care Policy and clinical protocols.
   c. Ability to review and evaluate basic and advanced life support patient care provided by 9-1-1 EMS System.
2. The EMS Liaison shall have the following responsibilities:
   a. Attend annual meeting of the EMS Agency regarding countywide changes to the EMS System.
   b. Provide continuing education to hospital staff related to the COUNTY EMS System, including information from the EMS Agency’s annual meeting regarding countywide changes to the EMS System.
   c. Provide 9-1-1 EMS patient outcome information to the COUNTY EMS Agency and ad-hoc reports when requested.
   d. Serve as a liaison between the EMS Agency, other hospitals, and EMS service providers.
   e. Attend, or assign a representative to attend, regularly scheduled meetings of the EMS Agency’s Prehospital Care System Quality Improvement Committee, Prehospital Providers Advisory Committee, and Medical Control Advisory Committee.
   f. Assure that Emergency Department personnel are trained to integrate with the EMS System and provide quality care to 9-1-1 EMS patients.

C. HOSPITAL shall notify the EMS Agency within 10 working days of any staffing changes to the Medical Director or EMS Liaison positions.

3. OBLIGATIONS OF THE COUNTY

   A. On behalf of COUNTY, the Director of the EMS Agency shall serve as a single point of contract for all matters relative to this Annex. In case of an emergency when the Director of the EMS Agency cannot be reached, the EMS Duty Officer shall act as the primary contact.

   B. COUNTY shall provide and maintain a radio network for use by HOSPITAL and provide access to that network for HOSPITAL and EMS System communication.

   C. COUNTY, in collaboration with the HOSPITAL, may participate in research endeavors and other programs, including, but not limited to, pilot studies with the customary Institutional Review Board (IRB) policies.

   D. COUNTY, in accordance with Health and Safety Code section 1797.153, shall coordinate and authorize medical mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC), as such term is defined in Health and Safety Code section 1797.153, subdivision (a).

   E. COUNTY shall develop and authorize EMS System policies and procedures and medical protocols consistent with California Code of Regulations, Title 22, Division 9. COUNTY shall prescribe standards for EMS System operations, structure, and processes consistent with applicable state and local laws and regulations, and local EMS System policies and procedures, as may be revised from time to time by COUNTY.
F. COUNTY shall develop and implement a system-wide EMS Quality Improvement Plan (EQIP), consistent with California Code of Regulations, Title 22 Division 9, Chapter 12.

This Annex is entered into this ___ day of ____________, 20___ by the parties.

County of Santa Clara:

[Signature]
René G. Santiago
Deputy County Executive

[Date]
12/29/16

Hospital:

[Signature]
John Hennelly
Chief Administrative Officer

[Date]

Approved as to Form and Legality:

[Signature]
Jenny S. Lam
Deputy County Counsel

[Date]
12/21/16

Approved:

[Signature]
John Cookingham
SCVHHS Chief Financial Officer

[Date]
12/22/2016
F. COUNTY shall develop and implement a system-wide EMS Quality Improvement Plan (EQIP), consistent with California Code of Regulations, Title 22 Division 9, Chapter 12.

This Annex is entered into this ____ day of _____________, 201_ by the parties.

County of Santa Clara: 

René G. Santiago 
Deputy County Executive 

Hospital: 

Jordan R. Herget, FACHE 
Chief Executive Officer 

Approved as to Form and Legality: 

Jenny S. Lam 
Deputy County Counsel 

Approved: 

John Cookingham 
SCVHHS Chief Financial Officer
ANNEX B
DESIGNATION OF HOSPITAL AS A STROKE CENTER

1. DEFINITIONS

For the purposes of this Annex:

A. “Acute Stroke Victim” means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require Stroke Services.

B. “Stroke Care System Quality Improvement Committee” means the multi-disciplinary peer-review committee which (1) is composed of representatives from Stroke Centers and other professionals designated by the EMS Agency, (2) audits the stroke care system, (3) makes recommendations for stroke care system improvements, and (3) functions in an advisory capacity on other stroke system issues. Committee members designated by the EMS Agency may include, but are not limited to, stroke medical directors, representatives from other local hospitals, radiologists, neurosurgeons, emergency medicine sub-specialists, stroke program managers, and representatives from ground and flight emergency services providers.

C. “Primary Stroke Center” or “Stroke Center” means a licensed general acute care facility which (1) meets Stroke Center Standards, (2) has been certified as a Primary and/or Comprehensive Stroke Center by the Joint Commission and (3) is designated by COUNTY as a Primary Stroke Center.

D. “Stroke Services” means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center Standards.

E. “Stroke Information System” means the computer information system maintained by each Stroke Center which captures the presentation, diagnostic, treatment and outcome data sets required by the Joint Commission and the Stroke Center Standards.

F. “Stroke Center Standards” means the standards applicable to stroke centers set forth in the EMS Agency’s stroke system plan and EMS Agency policies and procedures, as may be amended from time to time.
2. DESIGNATION AS A STROKE CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a Stroke Center, and HOSPITAL hereby accepts such designation.

3. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall provide Stroke Services to any Acute Stroke Victim that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke Victim’s ability to pay physician fees and/or hospital costs. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall comply with Stroke Center Standards and the Joint Commission Primary Stroke Center Standards. HOSPITAL shall monitor compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.

C. HOSPITAL shall continuously maintain current certification as a Primary and/or Comprehensive Stroke Center by the Joint Commission. HOSPITAL shall provide the EMS Agency with a copy of the certificate issued by Joint Commission within thirty (30) days of receipt of the certificate; and shall provide the EMS Agency with evidence of continuing Joint Commission certification as a Primary and/or Comprehensive Stroke Center not less than thirty (30) days prior to the expiration of the current certificate.

D. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet Stroke Center Standards, and take corrective action within a reasonable period of time to correct the failure.

E. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Acute Stroke Victims.

F. HOSPITAL shall actively and cooperatively participate as a member of the Stroke Care System Quality Improvement Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.

G. HOSPITAL shall maintain a Stroke Information System and submit Stroke Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. HOSPITAL shall collect and submit data points that have been adopted by the Stroke Care System Quality Improvement Committee.
4. OBLIGATIONS OF THE EMS AGENCY

A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Stroke Care System Quality Improvement Committee, prehospital system data related to stroke care.

B. The EMS Agency, in collaboration with the Stroke Care System Quality Improvement Committee, will strive to optimize the overall effectiveness of the Stroke Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this 31st day of December, 2016 by the parties.

County of Santa Clara:  

René G. Santiago  
Deputy County Executive

Hospital:

John Hennelly  
Chief Administrative Officer

Approved as to Form and Legality:

Jenny S. Lam  
Deputy County Counsel

Approved:

John Cookingham  
SCV HHS Chief Financial Officer

Annex B: Designation as a Stroke Center
4. OBLIGATIONS OF THE EMS AGENCY

   A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Stroke Care System Quality Improvement Committee, prehospital system data related to stroke care.

   B. The EMS Agency, in collaboration with the Stroke Care System Quality Improvement Committee, will strive to optimize the overall effectiveness of the Stroke Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this ___ day of ____________, 201_ by the parties.

County of Santa Clara:                                                    Hospital:

_________________________                                Date                  ___________________________
René G. Santiago               Jordan R. Herget, FACHE          Date
Deputy County Executive                      Chief Executive Officer

Approved as to Form and Legality:

_________________________                                Date
Jenny S. Lam               ___________________________
Deputy County Counsel                      Deputy County Counsel

Approved:

_________________________                                Date
John Cookingham               ___________________________
SCVHHS Chief Financial Officer                      SCVHHS Chief Financial Officer