

**NAPA COUNTY AGREEMENT NO. 220321B**

**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC., D.B.A.  
PROVIDENCE QUEEN OF THE VALLEY MEDICAL CENTER  
LEVEL III TRAUMA CENTER AGREEMENT**

This Agreement is made and entered into as of the 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter "COUNTY") and **ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC., d.b.a. PROVIDENCE QUEEN OF THE VALLEY MEDICAL CENTER**, a licensed acute care Hospital located at 1000 Trancas Street, Napa, California (hereinafter "HOSPITAL"). COUNTY and HOSPITAL may be referred to below as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, COUNTY is authorized by law to develop an Emergency Medical System ("EMS") and has designated its Department of Health & Human Services as the EMS Agency pursuant to the EMS and Pre-Hospital Care Personnel Act (Health and Safety Code Section 1797 et. Seq); and

**WHEREAS**, COUNTY has implemented a regional trauma care system pursuant to Health and Safety Code Section 1798.162; and

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

**WHEREAS**, COUNTY wishes to assure the highest quality of care by directing seriously injured patients to facilities committed to meeting Trauma Center criteria; and

**WHEREAS**, COUNTY has found that HOSPITAL meets state and local Trauma Center criteria; and

**WHEREAS**, HOSPITAL's current designation as a Level III Trauma Center expires on June 30, 2022; and

**WHEREAS**, Hospital desires and is willing to accept re-designation by COUNTY as a Level III Trauma Center according to the terms and conditions set forth in this Agreement; and

**WHEREAS**, Hospital, by virtue of the Parties' execution of this Agreement, will be designated by COUNTY as a Level III Trauma Center under the terms of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and in consideration of the recitals and the mutual obligations of the Parties expressed herein, COUNTY and HOSPITAL do hereby expressly agree as follows:

## **AGREEMENT**

### **1. Designation of Hospital as a Level III Trauma Center**

Upon execution of this Agreement by the Parties, effective the date set forth in 2. below, HOSPITAL shall be designated by COUNTY as a Level III Trauma Center and except as otherwise specified, shall continue in effect for as long as HOSPITAL's designation remains in effect.

### **2. Term of Agreement**

This Agreement shall have a term of 36 (thirty-six) months, beginning at 12:00 a.m. On July 1, 2022 ("Effective Date") and continuing through and including June 30, 2025, unless earlier revoked, suspended or terminated pursuant to this Agreement.

### **3. Administration**

The COUNTY Administrator ("Administrator") or designee shall administer this Agreement on behalf of the COUNTY. COUNTY shall audit and inspect records, monitor HOSPITAL's services and provide technical guidance as required. HOSPITAL's Chief Executive Officer (CEO) or designee shall administer the Agreement of behalf of HOSPITAL.

### **4. Designation Fee**

HOSPITAL shall reimburse COUNTY for functions related to its designation as a Trauma Center. The annual Hospital fee for each COUNTY fiscal year is \$30,000. COUNTY shall submit an invoice to HOSPITAL by December of each year, and the fee is payable within 30 days of receipt of invoice.

At its discretion, COUNTY may suspend HOSPITAL's designation whenever payment of a fee is more than ten days overdue and may revoke the designation whenever a payment of a fee is more than 90 days overdue.

In the event of the termination of this Agreement by COUNTY without cause, COUNTY shall return to HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for that year.

### **5. On-Site Review & Right to Audit, Inspect, and Copy Records**

COUNTY shall have the right at all times to monitor, assess or evaluate HOSPITAL's performance as a Level III 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, upon reasonable advance notice to HOSPITAL and during normal daytime weekday business hours, during the term of designation, COUNTY may, at its discretion, conduct an on-site review 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 and ensuring fiscal accountability. Upon reasonable request, HOSPITAL shall make available any and all such records to be copied by COUNTY.

**6. ACS Consultation Verification Program**

HOSPITAL shall have satisfactorily completed the American College of Surgeons Consultation Verification Program and be verified as meeting the criteria contained in *Resources for Optimal Care of the Injured Patient* throughout the term of this agreement.

**7. Maintenance of Records**

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 COUNTY for inspection at any reasonable time. HOSPITAL shall maintain such records for a period of seven (7) years following completion of work hereunder.

**8. Ownership of Information**

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

**9. Data and Reports**

HOSPITAL shall submit standing reports (monthly, quarterly, etc.) as well as individual reports as requested by COUNTY, in a format to be determined by COUNTY. The timely submission of these reports is a material condition of ongoing Level III Trauma Center designation and material or repeated failure to meet specified deadlines may be grounds for suspension or revocation of Level III Trauma Center designation, at COUNTY's discretion.

**10. Indemnification**

HOSPITAL agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY and, to the fullest extent allowed by law, 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 Section 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.

## 11. Insurance

With respect to performance of services under this Agreement, HOSPITAL shall maintain throughout the term of this Agreement, and shall require its subcontractors, and other agents to maintain, insurance as required below:

- a) Workers Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Napa County Health & Human Services Agency.

- b) General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than Five Million Dollars (\$5,000,000) limit for each occurrence and Ten Million Dollars (\$10,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- i. Napa County, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of this Agreement between Napa County and HOSPITAL.
- ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- iii. The insurance provided herein is primary and non-contributory coverage to Napa County with respect to any insurance or self-insurance programs maintained by the County.
- iv. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.

- c) Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.

- d) Professional Liability Insurance. Professional liability insurance for all activities of HOSPITAL arising out of or in connection with this Agreement in an amount no less

than Five Million Dollars (\$5,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.

- e) Documentation. The following documentation shall be submitted to the COUNTY:
- i. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. HOSPITAL agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the COUNTY for the duration of this Agreement.
  - ii. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. HOSPITAL agrees to maintain current endorsements evidencing the above-specified requirements on file with the COUNTY for the duration of this Agreement.
  - iii. Upon the COUNTY's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of the COUNTY's request.
  - iv. After the Agreement has been signed, signed Certificates 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.
- f) Policy Obligations. HOSPITAL's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- g) Material Breach. If HOSPITAL, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The COUNTY, in its sole option, may suspend or revoke HOSPITAL's designation and obtain damages from HOSPITAL resulting from said breach.

## **12. 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 COUNTY, 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.

### **13. Patient Transport**

a) HOSPITAL acknowledges that COUNTY policies and procedures require that Major Trauma Patients be transported to the closest Trauma Center, except under certain circumstances such as HOSPITAL diversion or multi-casualty incidents. Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the transport of Major Trauma Patients to a facility other than the closest Trauma Center, except as specifically authorized by COUNTY policies or procedures.

b) HOSPITAL acknowledges that COUNTY makes no representation and does not guarantee that Major Trauma Patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of Major Trauma Patients will be transported to HOSPITAL during the term of this Agreement.

### **14. Financial Responsibility**

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

### **15. Compliance**

- a) 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, EMS plans, and EMS policies and protocols established by the COUNTY, 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.
- b) HOSPITAL shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. HOSPITAL acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on County to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:
  - i. Non-Discrimination. During the performance of this Agreement, HOSPITAL and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental

disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. HOSPITAL shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, HOSPITAL shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to HOSPITAL services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and HOSPITAL and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

- ii. Documentation of Right to Work. HOSPITAL agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of HOSPITAL performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. HOSPITAL shall make the required documentation available upon request to COUNTY for inspection.
- iii. Inclusion in Subcontracts. To the extent any of the services required of HOSPITAL under this Agreement are subcontracted to a third party, HOSPITAL shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractors.
- iv. Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), HOSPITAL is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of HOSPITAL under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.
- v. Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

- (1) Affected work. HOSPITAL shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.
  - (2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.
  - (3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to County's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. Hospital shall be responsible for the submission of copies of payrolls of all subcontractors.
- vi. Apprentices. HOSPITAL shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid HOSPITAL for such work is \$30,000 or more.
  - vii. Inclusion in Subcontracts. To the extent any of the services required of HOSPITAL under this Agreement are subcontracted to a third party, Hospital shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractors.

**16. Compliance with COUNTY and EMS Policies and Procedures.**

- a. HOSPITAL agrees to comply with all COUNTY policies and procedures as they may relate to services provided hereunder.
- b. HOSPITAL hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which COUNTY shall provide to HOSPITAL and are on file with the Clerk of the Board of Supervisors and

incorporated by reference herein. HOSPITAL also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or HOSPITAL's.

- i. Waste Source Reduction and Recycled Product Content Procurement Policy.
- ii. County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- iii. Drug and Alcohol Policy.
- iv. Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of Hospital whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with County's ITS Department prior to receiving such access the certification attached to said Policy.
- v. Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

#### **17. EMS Meetings and Training.**

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 requested from time to time by the COUNTY Medical Director.

#### **18. Nondiscrimination**

Without limiting any other provision hereunder, HOSPITAL shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, 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.

#### **19. Confidentiality**

- a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by HOSPITAL which relates to COUNTY's past, present, and future activities under this Agreement. HOSPITAL shall hold all such information as HOSPITAL may receive or create, if any, in trust and confidence. Upon cancellation or expiration of this Agreement, to the extent permitted by law, HOSPITAL shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that HOSPITAL may retain for its files a copy of HOSPITAL work product if such product has been made available to the public by COUNTY.

b) Protection of Personally Identifiable Information and Protected Health Information.

- i. To the extent HOSPITAL is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), HOSPITAL shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. HOSPITAL shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection Protected Information provided to, or accessed or created by, HOSPITAL.
- ii. Each Party shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of Protected Information, including, but not limited to, PHI and PII.
- iii. HOSPITAL will be responsible for all costs associated with HOSPITAL's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

**20. 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 the opportunity to comment on any Trauma Marketing Materials prior to releasing the Trauma Marketing Materials to the public.

**21. Notice**

a) Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or by U.S. Mail or courier service, to the following representatives at the address cited below:

COUNTY:

EMS Agency Administrator  
Napa County EMS Agency  
2751 Napa Valley Corporate Dr Bldg. B  
Napa, CA 94558

HOSPITAL:

Director of Emergency Services  
Providence Queen of the Valley Medical Center  
1000 Trancas Street  
Napa, CA 94558

COPY TO:

St Joseph Health Northern California, LLC  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

b) 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.

**22. Assignment**

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

**23. 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 COUNTY and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COUNTY provides its employees. In the event COUNTY 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.

**24. Investigation, Revocation and Suspension**

a) COUNTY 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 COUNTY' Administrator 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, COUNTY may suspend or revoke HOSPITAL 's Level III Trauma Center Designation or may institute such corrective measures as the Administrator may deem reasonable in light of the circumstances and in the interest of public health and safety. COUNTY

shall give HOSPITAL written notice specifying the effective date, 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 COUNTY;
- 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 COUNTY 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 COUNTY in connection with HOSPITAL's trauma services.
- 6) If the COUNTY 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 COUNTY may immediately terminate or suspend HOSPITAL's trauma center designation effective upon notice to HOSPITAL.

## **25. Administrative Appeal**

If HOSPITAL so requests in writing at any time before the effective date of the proposed action, COUNTY shall afford HOSPITAL a hearing before an impartial panel appointed by the Administrator. 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 (30) days after HOSPITAL's request. Each Party may submit oral or written evidence but formal rules of evidence shall not apply. Discovery may be permitted by the panel and shall be limited in scope at the panel's discretion. Not more than 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.

## **26. Termination of this Agreement**

- a. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, COUNTY shall have the right, in its sole discretion, to terminate this Agreement with thirty (30) days written notice to HOSPITAL. HOSPITAL may terminate this Agreement at any time and for any reason by serving

written notice upon the other Party at least ninety (90) days prior to the effective date of such termination.

- b. Termination for Cause. COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events as determined by the COUNTY:
- i. any material breach of this Agreement by HOSPITAL;
  - ii. any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  - iii. any failure to provide timely surgical and non-surgical physician coverage for trauma patients, causing unnecessary risk of mortality and/or morbidity for the trauma patient;
  - iv. submission by HOSPITAL to the COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  - v. any failure by HOSPITAL to comply with Level III Trauma Center Standards;
  - vi. loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement;
  - vii. any failure to comply with a plan of correction imposed by the COUNTY;
  - viii. any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting trauma patients intended for HOSPITAL; and
  - ix. repeated failure to submit specified reports, trauma data, or other information required under this Agreement.
  - x. failure of HOSPITAL to maintain certification by the American College of Surgeons (ACS) Committee on Trauma as a Level III Trauma Center through the term of this Agreement constitutes a material breach.
- c. Opportunity to Cure. Prior to the exercise of the COUNTY's right to terminate for cause, the COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. The COUNTY may shorten the Correction Period to no less than seven (7) days if the COUNTY determines that HOSPITAL's action or inaction has seriously threatened, or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of the COUNTY, or the COUNTY has not approved a plan of correction within the Correction Period, the COUNTY may

terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to the COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by the COUNTY.

- d. Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 10 Records Maintenance; (2) Section 12, Right to Audit, Inspect, and Copy Records; (3) Section 14, Indemnification (4) Section 23, Confidentiality; and (5) Section 28 (e), Applicable Law and Forum.

**27. Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement on behalf of COUNTY. In addition, the Director of the Health & Human Services Agency, in consultation with Napa County Counsel, shall have the authority to terminate this Agreement on behalf of 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.

## **28. Miscellaneous Provisions**

a) No Waiver of Breach. The waiver by COUNTY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

b) 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 COUNTY 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 COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

c) 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.

d) 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.

e) 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 the city of Napa, in the County of Napa.

f) 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.

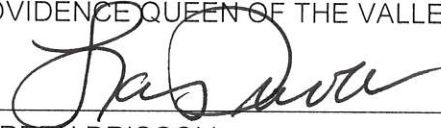
g) Merger. This document and its exhibits and references incorporated herein fully express all understandings of the Parties concerning matters covered herein and supersede any other agreements between the Parties for the services described herein. No addition to or alteration of the terms of this Agreement shall be effective unless it is in writing and executed by the Administrator. Other COUNTY personnel are without power to waive or alter any of the terms and conditions of this Agreement.

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

**IN WITNESS WHEREOF** the Parties have caused their fully authorized representatives to execute this Agreement as of date first written above.

"HOSPITAL"

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC., D.B.A.  
PROVIDENCE QUEEN OF THE VALLEY MEDICAL CENTER

By   
LAUREEN DRISCOLL

Regional Chief Executive Officer

By   
PATTI PILGRIM

Regional Chief Financial Officer

"COUNTY"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

|                                                                                                                            |                                                                                                                       |                                                                         |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <i>Corey S. Utsurogi</i><br>County Counsel<br><br>Date: 4.21.22 | APPROVED BY THE NAPA<br>COUNTY<br>BOARD OF SUPERVISORS<br><br>Date:<br>Processed By:<br><br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of<br>Supervisors<br><br>By: |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

**EXHIBIT A  
QUEEN OF THE VALLEY MEDICAL CENTER  
LEVEL III TRAUMA CENTER AGREEMENT**

The following standards have been adopted from California Code and Regulations, Title 22, Division 9, Prehospital Emergency Medical Services, Chapter 7, Trauma Care Systems.

**1. Definitions**

For the purposes of this Agreement, the following terms shall have the meaning as defined by Division 9 of the California Code of Regulations given herein:

a) Abbreviated Injury Scale: "Abbreviated Injury Scale" or "AIS" is an anatomic severity scoring system. For the purposes of data sharing, the standard to be followed is AIS 90. For the purpose of volume performance measurement auditing, the standard to be followed is AIS 90, using AIS code derived or computer derived scoring.

b) Immediately Available: "Immediately" or "immediately available" means, unencumbered by conflicting duties or responsibilities, responding without delay when notified and being physically available to the specified area of the trauma center when the patient is delivered in accordance with local EMS Agency policies and procedures.

c) Implementation: "Implementation" or "implemented" or "has implemented" means the development and activation of a trauma care system plan by a local EMS Agency, including the actual triage, transport and treatment of trauma patients in accordance with the plan.

d) Injury Severity Score: "Injury Severity Score" or "ISS" means the sum of the squares of the Abbreviated Injury Scale score of the three most severely injured body regions.

e) Major Trauma Patient: "Major Trauma Patient" means a patient deemed a Major Trauma Patient under the trauma triage criteria set forth in the EMS Agency's policies and procedures, as may be amended from time to time.

f) Napa County EMS Agency: "Napa County EMS Agency" means the local EMS Agency that was established by the Napa County Board of Supervisors, to among other responsibilities, establish a trauma care system. Napa County EMS Agency is referred to throughout the Agreement as "COUNTY."

g) On-Call: "On-call" means agreeing to be available to respond to the trauma center in order to provide a defined service.

h) Promptly Available: "Promptly" or "promptly available" means:

- 1) Responding without delay when notified and requested to
- 2) Respond to the HOSPITAL; and
- 3) Being physically available to the specified area of the trauma center within a period of time that is medically prudent and in accordance with local EMS Agency policies and procedures.

i) Qualified Specialist: "Qualified specialist" or "qualified surgical specialist" or "qualified non-surgical specialist" means a physician licensed in California who is board certified in a specialty by the American Board of Medical Specialties, the Advisory Board for Osteopathic Specialties, a Canadian board or other appropriate foreign specialty board as determined by the American Board of Medical Specialties for that specialty.

1) A non-board certified physician may be recognized as a "qualified specialist" by the local EMS Agency upon substantiation of need by a Trauma Center if:

- a) The physician can demonstrate to the appropriate hospital body and the hospital is able to document that he/she has met requirements which are equivalent to those of the Accreditation Council for Graduate Medical Education (ACGME) or the Royal College of Physicians and Surgeons of Canada;
- b) The physician can clearly demonstrate to the appropriate hospital body that he/she has substantial education, training, and experience in treating and managing trauma patients which shall be tracked by the trauma quality improvement program; and
- c) The physician has successfully completed a residency program.

j) Receiving Hospital: "Receiving Hospital" means a licensed general acute care hospital with a special permit for stand-by, basic, or comprehensive emergency service, which has not been designated as a Trauma Center according to this Chapter but which has been formally assigned a role in the trauma care system by EMS Agency.

k) Service Area: "Service area" means that geographic area defined by EMS Agency in its trauma care system plan as the area served by a designated trauma center.

l) Trauma Audit Program: "Trauma Audit Program" means the audit program established by EMS Agency, including the Prehospital Trauma Audit Committee (Pre-TAC) and the Trauma Audit Committee, that 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.

m) Trauma Care System: "Trauma care system" or "trauma system" or "inclusive trauma care system" means a system that is designed to meet the needs of all injured patients. The system shall be defined by COUNTY in its trauma care system plan as described in Section 100256 of the California Code of Regulations, Title 22, Division 9: Prehospital Emergency Medical Services.

n) Level III Trauma Center: "Level III Trauma Center" means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated or re-designated as a Level III, adult Trauma Center by COUNTY, in accordance with Articles 2 through 5 of Chapter 7.

o) Trauma Center Services: "Trauma Center Services" means services meeting or exceeding the minimum standards for a Level III Trauma Center as set forth in applicable laws,

regulations and guidelines established by the State of California or the COUNTY as amended from time to time, and in accordance with applicable policies and procedures of COUNTY.

p) Trauma Registry: "Trauma Registry" means the computer information system maintained by HOSPITAL and other designated Trauma Centers which captures pertinent injury, treatment and outcome data for the trauma system.

q) Trauma Resuscitation Area: "Trauma Resuscitation Area" means a designated area within HOSPITAL where trauma patients are evaluated upon arrival.

r) Trauma Service: "Trauma service" is a clinical service established by the organized medical staff of HOSPITAL that has oversight and responsibility of the care of the trauma patient. It includes but is not limited to direct patient care services, administration and as needed, support functions to provide medical care to injured persons.

s) Trauma Team: "Trauma team" means the multidisciplinary group of personnel who have been designated to collectively render care for trauma patients at HOSPITAL. The trauma team consists of physicians, nurses and allied health personnel. The composition of the trauma team may vary in relationship to severity of injury which leads to trauma team activation.

t) Trauma Triage Criteria: "Triage criteria" means a measure or method of assessing the severity of a patient's injuries that is used for patient evaluation and that utilizes anatomic or physiologic considerations or mechanism of injury.

## **2. Level III Trauma Center Requirements**

a) HOSPITAL shall include equipment and resources necessary for initial stabilization and personnel knowledgeable in the treatment of adult and pediatric trauma. HOSPITAL shall have at least the following:

b) A trauma program medical director who is a qualified surgical specialist, whose responsibilities include but are not limited to, factors that affect all aspects of trauma care such as:

- 1) Recommending trauma team physician privileges;
- 2) Working with nursing administration to support the nursing needs of trauma patients;
- 3) Developing trauma treatment protocols;
- 4) Having authority and accountability for the quality improvement peer review process;
- 5) Correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet the standards of the quality improvement program; and
- 6) Assisting in the coordination of budgetary process for the trauma program.

c) A trauma nurse coordinator/manager who is a registered nurse with qualifications including evidence of educational preparation and clinical experience in the care of adult and

pediatric trauma patients, administrative ability and responsibilities that include but are not limited to:

- 1) Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient;
  - 2) Coordinating day-to-day clinical process and performance improvement as pertains to nursing and ancillary personnel, and
  - 3) Collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program.
- d) A trauma service which can provide for the implementation of the requirements specified in this Section and provide for coordination with COUNTY.
- e) The capability of providing prompt assessment, resuscitation and stabilization to trauma patients.
- f) The ability to provide treatment or arrange for transportation to a higher level Trauma Center as appropriate.
- g) An emergency department, division, service or section staffed so that trauma patients are assured of immediate and appropriate initial care.
- h) Intensive Care Service (ICU):
- 1) ICU shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director;
  - 2) ICU shall have a qualified specialist promptly available to care for trauma patients in the intensive care unit. The qualified specialist may be a resident with two (2) years of training who is supervised by the staff intensivist or attending surgeon who participates in all critical decision making; and
  - 3) The qualified specialist in (2) above shall be a member of the trauma team;
- i) A trauma team, which will be a multidisciplinary team responsible for the initial resuscitation and management of the trauma patient.
- j) Qualified surgical specialist(s) who shall be promptly available:
- 1) General;
  - 2) Orthopedic; and
  - 3) Neurosurgery (can be provided through a transfer agreement)
- k) Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:

- 1) Emergency medicine, in-house and immediately available; and
- 2) Anesthesiology, on-call and promptly available with a mechanism established to ensure that the anesthesiologist is in the operating room when the patient arrives. This requirement may be fulfilled by senior residents or certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and of providing any indicated emergent anesthesia treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist on-call shall be advised about the patient, be promptly available at all times, and be present for all operations.
- 3) The following services shall be in-house or may be provided through a written transfer agreement:
  - a) Burn care.
  - b) Pediatric care.
  - c) Rehabilitation services.
- l) The following service capabilities:
  - 1) Radiological service. The radiological service shall have a radiological technician promptly available.
  - 2) Clinical laboratory service. A clinical laboratory service shall have:
    - a) A comprehensive blood bank or access to a community central blood bank; and
    - b) Clinical laboratory services promptly available.
  - 3) Surgical service. A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:
    - a) Operating staff who are promptly available; and
    - b) Appropriate surgical equipment and supplies requirements which have been approved by COUNTY.
- l) Written transfer agreements with Level I or II Trauma Centers, Level I or II pediatric Trauma Centers, or other specialty care centers, for the immediate transfer of those patients for whom the most appropriate medical care requires additional resources.
- m) An outreach program, to include:
  - 1) Capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and
  - 2) Trauma prevention for the general public.

n) Continuing education. Continuing education in trauma care shall be provided for:

- 1) Staff physicians;
- 2) Staff nurses;
- 3) Staff allied health personnel;
- 4) EMS personnel; and
- 5) Other community physicians and health care personnel.

### **3. Scope of Hospital Services**

a) HOSPITAL will provide Trauma Center services meeting or exceeding the minimum standards for a Level III Trauma Center as set forth in applicable laws, regulations and guidelines established by the State of California and COUNTY, as amended from time to time, and in accordance with applicable policies and protocols of COUNTY and the terms and conditions set forth in this Agreement. 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;
- 3) COUNTY plans, policies, and protocols; and
- 4) The terms and conditions of this Agreement.

b) HOSPITAL shall provide Trauma Center Services to Major Trauma Patients, throughout the full period of inpatient HOSPITAL care, regardless of patients' ability to pay physician fees and/or HOSPITAL costs, unless the Major Trauma Patient is transferred pursuant to paragraph 4(c) below.

c) HOSPITAL shall transfer Major Trauma Patients to other facilities only when medically appropriate or as may be requested or required by a Major Trauma Patient or his or her health plan or other applicable third-party payor. A Major Trauma Patient 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 Patient 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 Patient 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.

e) HOSPITAL shall notify COUNTY 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 COUNTY 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 COUNTY of any matter, regardless of duration, which impairs the HOSPITAL's ability to provide Level III Trauma Center Services, or is likely to cause diversion of trauma patients to another facility. COUNTY 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 COUNTY determines that the change is likely to have a material effect upon HOSPITAL's ability to meet the applicable standards, COUNTY 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 if COUNTY determines that a change has resulted in an immediate threat to the public health and safety, COUNTY may immediately suspend the Trauma Center designation, effective upon notice to HOSPITAL.

f) HOSPITAL shall actively and cooperatively participate in COUNTY's Trauma Audit Program, including participation on the Prehospital Trauma Audit Committee (Pre-TAC) and Trauma Audit Committee and such other related committees that may, from time to time, be named and organized by COUNTY.

g) HOSPITAL will participate as requested by COUNTY 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 Patients. HOSPITAL will participate in the integration and transmission of electronic data to the State EMSA's Trauma database. HOSPITAL is responsible for all costs related to the implementation, operation and maintenance of the Trauma Registry.

h) HOSPITAL shall obtain COUNTY's written approval prior to entering agreements for providing trauma services to residents outside Napa County, or other government entities and prehospital care providers, including air ambulance service providers. Such approval shall not be unreasonably withheld. This Section shall not apply to standard payment agreements with health plans or other third-party payors.

i) HOSPITAL shall cooperate with COUNTY in performance of its obligations under this Agreement.

j) Throughout the term of this Agreement, HOSPITAL shall maintain its status as a base HOSPITAL pursuant to a written contract with COUNTY.

k) 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 requested from time to time by the COUNTY Administrator.

#### **4. Quality Improvement**

a) HOSPITAL shall have a quality improvement process to include structure, process, and outcome; evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process. In addition the process shall include:

- 1) A detailed audit of all trauma-related deaths, major complications and transfers (including interfacility transfers);

- a) A multidisciplinary trauma peer review committee that includes all members of the trauma team;
- b) Participation in the trauma system data management system;
- c) Participation in the local COUNTY trauma evaluation committee; and
- d) HOSPITAL shall have a written system in place for patients, parents of minor children who are patients, legal guardian(s) of children who are patients and/or primary caretaker(s) of children who are patients to provide input and feedback to HOSPITAL staff regarding the care provided to the child.
- e) HOSPITAL shall follow applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.

**5. Interfacility Transfer of Trauma Patients**

- a) HOSPITAL may transfer patients to, or receive patients from other Trauma Centers providing that:
  - 1) Any transfer shall be, as determined by the Trauma Center surgeon of record, medically prudent; and
  - 2) In accordance with COUNTY interfacility transfer policies.
- b) HOSPITAL shall have written transfer agreements with Trauma Centers. HOSPITAL shall develop written criteria for consultation and transfer of patients needing a higher level of care.
- c) HOSPITAL which has repatriated trauma patients from another Trauma Center shall provide the information required by the system trauma registry, as specified by COUNTY policies, to the transferring Trauma Center for inclusion in the system trauma registry.
- d) HOSPITAL receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients who have been transferred.

END OF EXHIBIT A – NO OTHER EXHIBITS