



Master Contract No. 901086
Procurement Contract No. 26963
Contract History Info: Original

COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of July 1, 2024, is a part of the Community Based Organization Master Contract (No. 901086) made and entered into by and between the County of Alameda ("County"), and Sutter Bay Hospitals dba Eden Medical Center hereinafter referred to as the "Contractor".

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. [26963]" or the "Procurement Contract":

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit A-1** - Standards;
3. **Exhibit B** – Terms of Payment;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Debarment and Suspension Certification;
6. **Exhibit E** – HIPAA Business Associate Agreement; and
7. **Exhibit F** – Audit Requirements.

The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect.

The Term of this Procurement Contract shall be from July 1, 2024 through June 30, 2027. The compensation payable to Contractor hereunder shall not exceed \$5,947,440 for the term of this Procurement Contract.

Dept. Contact Erica Campos Phone (510) 618-2024 Email erica.campos@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

DocuSigned by:
By Colleen Chawla Date 6/25/2024
Signature
CB284AE84C50405

Name Colleen Chawla

Title Director, Health Care Services Agency

SUTTER BAY HOSPITALS

DocuSigned by:
By Shannon Thomas Date 6/24/2024
Signature
2F91AB3F8950

Name Shannon Thomas

Title Chief Executive Officer

APPROVED AS TO FORM

DocuSigned by:
By K. Joon Oh Date 6/25/2024
Signature
EFDCE3E6650405

Name K. Joon Oh

Title Deputy County Counsel

EXHIBIT A

Sutter Bay Hospitals dba Eden Medical Center ADULT TRAUMA CENTER AGREEMENT

INTRODUCTION

Pursuant to Health and Safety Code 1798.162, the Alameda County Emergency Medical Services Agency ("COUNTY EMS" or "EMS") may designate trauma facilities. The Alameda County Board of Supervisors approved the Alameda County Trauma Care System Implementation Plan on June 20, 1985.

The Trauma Center presently located at 20103 Lake Chabot Rd, Castro Valley, CA is a County-designated Trauma Center approved by the Alameda County Board of Supervisors on January 6, 1987.

Exhibit A and Exhibit A-1 to County Master Contract set forth the scope of trauma services to be provided by Eden Medical Center.

A. TERMS OF AGREEMENT

The term of this Agreement shall commence on July 1, 2024 and continue through and include June 30, 2027, unless earlier terminated or otherwise extended pursuant to this Agreement. Either party may terminate this Agreement for any reason upon one hundred and eighty (180) days written notice to the other party.

B. DEFINITIONS

As used within this Agreement:

1. "CONTRACTOR" means Sutter Bay Hospitals for its unincorporated division and hospital named Eden Medical Center, which is located at 20103 Lake Chabot Rd, Castro Valley, CA.
2. "COUNTY" means the County of Alameda.
3. "Critical Trauma Patient" or "CTP" means an injured person as defined by triage criteria, which have been approved by the COUNTY.
4. "Hospital" means Eden Medical Center, general acute care hospital that is located at 20103 Lake Chabot Rd, Castro Valley, CA.
5. "Trauma Center" means a licensed general acute care hospital designated by the Board of Supervisors and contracted with the County of Alameda.
6. "Pediatric Trauma Center" means a licensed acute care hospital that usually treats (but is not limited to treating) persons fifteen (15) years of age or less, that is designated as part of the County of Alameda's Trauma Care System Implementation Plan, that meets all relevant criteria and has been designated as a pediatric trauma center, according to the California Code of Regulations, Title 22, Division 9, Chapter 7, Section 100261.
7. "Triage Criteria" means a measure or method approved by the Alameda County Emergency Medical Services (EMS) Agency of assessing the severity of a person's injuries, which are in the EMS Policy and Procedure Manual. Triage criteria are used for patient evaluation, especially in the prehospital setting, and utilize mechanism of injury, physiologic and/or anatomic considerations.

8. "Trauma Center Medical and Physician Services" are those medical and physician services that are customary, appropriate and necessary during the full period of acute inpatient hospital care. These services include medical diagnosis, treatment and care to be provided to "Critical Trauma Patients" and include, but are not limited to, the personnel, services, equipment and facilities outlined below.

C. STANDARD CONDITIONS

1. CONTRACT ADMINISTRATION

Alameda County Emergency Medical Services shall be the CONTRACT Administrator in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COUNTY. The CONTRACT Administrator or its designee(s) shall audit and inspect records, monitor CONTRACTOR'S services and provide other technical guidance as required. CONTRACTOR'S Chief Executive Officer or his/her designee shall administer this Agreement on behalf of CONTRACTOR.

2. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the COUNTY:

1. To define CONTRACTOR'S area of service
2. To develop, implement and monitor trauma care system policies and procedures
3. To develop and implement triage procedures that include injury severity assessment and the determination of patient destination and to monitor compliance therewith
4. With input from CONTRACTOR, to develop a process and appoint committee(s) to monitor, evaluate, and report on the necessity, quality, and level of trauma care services
5. To perform periodic announced or unannounced site visits to CONTRACTOR for purpose of monitoring contract performance and compliance. Site visits shall be conducted in accordance with reasonable guidelines established by COUNTY.
6. With input from CONTRACTOR, to develop and implement a Trauma Registry and a Trauma Information System for the purpose of data collection, compliance monitoring of Trauma Centers and the evaluation of the Trauma Care System. The COUNTY shall submit to the CONTRACTOR estimated costs associated with revisions of the Trauma Registry System no later than March of each calendar year.
7. COUNTY makes no guarantees and cannot assure that any minimum number of Critical Trauma Patients will be delivered to CONTRACTOR during the term of this Agreement.

B. Responsibilities of the CONTRACTOR through the Hospital

1. To provide Trauma Center services to all patients, regardless of their ability to pay. CONTRACTOR shall schedule patient follow up visit(s) required to assure adequate continuity of care. CONTRACTOR shall arrange for services for patients requiring a licensed rehabilitation center.
2. To provide physicians, surgeons, and other medical staff including nursing staff who possess that degree of learning and skill ordinarily possessed by reputable medical personnel practicing in the same or similar circumstances for the provision of Trauma Center medical services. CONTRACTOR will continuously monitor, maintain and upgrade where necessary the care, skill and diligence

provided Critical Trauma Patients, so that each Critical Trauma Patient receives the kind of care, skill and diligence that meets or exceeds the County of Alameda Trauma Center Standards. The CONTRACTOR will maintain documentation of the process for monitoring and up-grading practitioner's skills.

3. To divert ambulances transporting Critical Trauma Patients intended for CONTRACTOR in accordance with protocols and procedures adopted by the COUNTY.
4. To provide documentation, upon request of County for necessity of trauma diversion.
5. To assure that where specific individuals have been identified to assume responsibility for a component of the CONTRACTOR'S operation, said individuals have been permanently and formally appointed.
6. To develop and maintain telephone or on-site consultations for the community physicians and other providers regarding the immediate management of the care of Critical Trauma Patients.
7. To adhere to CONTRACTOR'S own standards, if greater than those of the COUNTY, for the purpose of complying with the scope of services, and to monitor the compliance of the Hospital with said standards. The CONTRACTOR'S standards shall reflect expectations of timely performance from all ancillary and surgical units of the Hospital.
8. To submit to the COUNTY a plan of quality improvement. The documentation of the monitoring identified in this plan shall be available to the COUNTY upon request. This documentation must reflect the on- going monitoring of the structure, process and outcome standards outlined in the scope of services.
9. To notify the COUNTY and take corrective action where there is a failure to meet either the Trauma Center's own standards or COUNTY'S Trauma Center Standards as set forth in Exhibit A-1, whichever are more stringent. The acceptable period of time to correct the deviation from the standard or standards shall be determined by the COUNTY based on the nature of the deviation(s). COUNTY shall notify CONTRACTOR of a specific time frame to correct the deviation. Failure to correct the deviation(s) within this time frame may result in penalties as outlined in Exhibit B and may constitute a material breach of this Agreement, for which termination may be justified.
10. To provide for an independent audit and evaluation of CONTRACTOR'S costs and revenues resulting from designation as a Trauma Center for the purpose of demonstrating CONTRACTOR'S net gain (if any) and or losses (if any).
11. To actively and cooperatively participate as a member of the COUNTY'S Trauma Audit Committee and other related committees as may be named and organized by the COUNTY.
 - a. The hosting trauma center of the Bi – County Trauma Audit Committee meeting agrees to organize and provide a conference room and food to participating professional members and visitors, including EMTs, paramedics, nurses, physician assistants, physicians, and others who may attend.
12. To provide annually or upon request a written report or plan for public education activities such as: formal presentations to civic, school, community and business organizations; preparation and distribution of written materials describing the trauma care system including its use and purpose; explanation including the location and purpose of trauma centers; safety promotion and injury prevention. The plan shall be reviewed by the COUNTY for consistency with trauma system goals.

13. To require Hospital staff to attend, at CONTRACTOR'S own expense, education and training programs as may be reasonably requested by the COUNTY.
14. To submit to the COUNTY data of all trauma patients seen and/or discharged for the period identified by the COUNTY. This data shall be submitted to the COUNTY via electronic download on a pre-arranged date or time period in the second month following the month in which the patient was admitted.
15. To submit to the National Trauma Database (NTDB) data of all trauma patients seen and/or discharged for the period identified by the COUNTY. This data shall be submitted to NTDB via electronic download. There is no cost to submit to NTDB for ACS Verified Trauma Centers.
16. CONTRACTOR agrees to participate in the American College of Surgeons (ACS) Trauma Quality Improvement Program (TQIP). CONTRACTOR will provide funds for its TQIP annual fee.
17. To develop and/or conduct periodic (but no less than three per year) instructional and educational programs for the benefit of hospital and prehospital care personnel that are related to prehospital and in-hospital trauma care. It is the responsibility of the trauma center personnel to educate the local hospital personnel within each trauma center's catchment area to the proper procedure for emergent transfer of critical trauma patients. The prehospital care programs shall be approved by the COUNTY.
18. To establish and maintain a mechanism acceptable to COUNTY for ongoing fiscal accounting of CONTRACTOR'S trauma center operations to be submitted annually. Failure to comply will result in the penalty provision as outlined in Exhibit B.
19. Subject to applicable law/regulation, CONTRACTOR agrees to provide access to records of patients transported by air medical services authorized by COUNTY to and from CONTRACTOR.
20. CONTRACTOR agrees to continue its participation with American College of Surgeons (ACS) reverification process every three years following initial verification. All ALCO Trauma Centers must maintain ACS verification to keep COUNTY EMS designation.
 - 20.1 CONTRACTOR will provide funds to ACS for CONTRACTOR's reverification to occur every three years.
 - 20.2 CONTRACTOR agrees to correct all deficiencies within six months or otherwise specified by the ACS, following the identification and documentation by the ACS during verification/reverification.
 - 20.3 CONTRACTOR agrees to share ACS results and recommendations with COUNTY EMS following verification/reverification in the form of official ACS report.
 - 20.4 CONTRACTOR agrees to advise COUNTY EMS on prioritized opportunities for improvement (OFI) chosen for pursuit and recommended by the ACS following verification/reverification. Actions taken by the CONTRACTOR to achieve selected OFI(s) shall occur within six months of receipt of official ACS verification/reverification report and at a minimum, complete at least one OFI by the next ACS reverification.
21. CONTRACTOR agrees to utilize the COUNTY's Reddinet communication system at all times.
22. CONTRACTOR agrees use best efforts to participate in the California Children's Services program by the end of this contract cycle.
23. CONTRACTOR agrees to establish a process to obtain autopsy information and provide funds if needed for said service.

24. CONTRACTOR agrees to allow representatives from the COUNTY to attend internal Trauma Quality Improvement meetings, including but not limited to: Morbidity & Mortality, Advisory, Multidisciplinary and Systems.
25. The data and reports specified in this agreement shall be provided to the EMS Agency in the timeline and manner defined, until such time as a Bidirectional Healthcare Data Exchange (BHDE) network is established between the COUNTY and CONTRACTOR.
 - 25.1 CONTRACTOR shall work with COUNTY EMS to develop a separate agreement (referenced in subsection 25.4 below) for the establishment of a Bidirectional Healthcare Data Exchange (BHDE) with COUNTY EMS during the Term of this Agreement if not already established.
 - 25.2 The CONTRACTOR and COUNTY EMS will collaborate and agree in the design, and implementation of the BHDE on an agreed upon timeframe.
 - 25.2 The development of the BHDE shall address the CONTRACTOR's privacy and information security standards.
 - 25.3 The cost to establish the BHDE network between the COUNTY and the CONTRACTOR shall be fairly shared by apportionment as mutually agreed upon by both parties.
 - 25.4 When BHDE details are finalized, the Agreement will be amended to add agreed terms as an appendix to this Agreement.
 - 25.5 The BHDE network established between the COUNTY and the CONTRACTOR must be interoperable with other data systems, including the functionality to exchange electronic patient health information in real-time with other entities in an HL7 format.
 - 25.6 The BHDE network is expected to address the following components (with details to be agreed by the parties):
 - 25.6.1 Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making;
 - 25.6.2 Alert the receiving hospital regarding the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 25.6.3 File the EMS Patient Care Report data directly into the patient's electronic health record for timely and longitudinal patient care documentation;
 - 25.6.4 Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in ensuring timely provider feedback and enhanced quality improvement strategies for the County EMS system.
 - 25.7 Any access to, or exchange of, individually identifiable health information or protected health information shall comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HiTECH).
26. CONTRACTOR shall have collaborative interaction with sub-contracted hospital based violence prevention program regarding operational oversight and management.
27. CONTRACTOR shall provide a cost-free virtual option for continuing education (CE) for prehospital providers (EMTs and Paramedics) as part of the annual county Trauma Symposium.

28. CONTRACTOR shall, during the term of this agreement, provide in-house the necessary services to care for victims of sexual assault, including but not limited to forensic examination, appropriate medical treatment, and other services as needed. These services must be implemented no later than June 30, 2027. Facilities that currently provide sexual assault services must maintain program integrity and offering to both walk-in and transferred patients from referring hospitals.

Until such in-house services (which may include regionally contracted providers) are available, CONTRACTOR shall provide safe transfer of both adult and pediatric patients in need of sexual assault services to age-appropriate Alameda County facilities that offer such services. Within 90 days of contract execution, CONTRACTOR shall provide in writing to COUNTY EMS, their formal policy/protocol regarding screening and transfer of sexual assault victims, including transfer agreements.

In addition, CONTRACTOR shall provide quarterly reports to COUNTY EMS detailing all transports or in-house performance of these services.

29. CONTRACTOR shall refer trauma patients of violent crime to the California Victim Compensation Board (CalVCB). This referral may be facilitated by the trauma Registrar, Navigator, Social Worker or other Trauma Center designee.
30. CONTRACTOR shall work collaboratively with COUNTY EMS during the term of this agreement to develop strategies to ensure all patients at hospital discharge have timely access to newly prescribed medication(s), and patient's pharmacy of record or request is confirmed.

3. DESIGNATION OF ADDITIONAL TRAUMA CENTERS

If additional Trauma Center(s) are recommended, only provisional designation will be granted by COUNTY EMS until such additional Trauma Center(s) achieves Level 1 or Level 2 ACS verification status, which is a prerequisite to be permanently designated by COUNTY EMS. All ALCO Trauma Centers, existing or future, must maintain ACS verification to keep COUNTY EMS designation.

4. NOTICE

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 may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

COUNTY
Emergency Medical Services Agency

Attn: Contract Administrator
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

CONTRACTOR
Sutter Bay Hospitals
dba Eden Medical Ctr.
Attn: CEO
20103 Lake Chabot Road
Castro Valley, CA 94546

5. INDEPENDENT CONTRACTOR

Direct operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of the CONTRACTOR. CONTRACTOR'S status, as well as the status of its officers, agents, employees, and subcontractors including its professional and nonprofessional staff personnel in the performance of services under this Agreement shall be in an independent capacity and not as officers, employees, or agents of the COUNTY. As an agreement by and between two independent contractors, therefore, no relationship of agent, servant, employee, partnership, joint venture, or association is created or intended to be created hereby.

In no event is CONTRACTOR, its officers, employees, agents or subcontractors entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, sick leave, or vacation leave. Likewise, in no event is COUNTY, its supervisors, employees, agents or subcontractors entitled to any benefits to which CONTRACTOR employees are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, sick leave, or vacation leave.

6. CONTRACTOR EMPLOYEES AND EQUIPMENT

CONTRACTOR agrees that at or before the commencement date of this Agreement, CONTRACTOR has secured or will secure at CONTRACTOR'S sole expense all persons, employees, supplies, equipment and facilities needed to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR, or under CONTRACTOR'S supervision, by persons authorized by CONTRACTOR to perform such services and fully licensed, certificated, or entitled to perform such services. Notwithstanding the foregoing, the CONTRACTOR agrees that the status of the physicians on the medical staff of CONTRACTOR shall be that of independent contractor as between the CONTRACTOR and such physicians. Failure of CONTRACTOR to fulfill the requirement provided in the first sentence of this paragraph will result in the withholding of any or all trauma subsidy, until any or all of the deficiencies in relation to this requirement are corrected and approved by COUNTY.

7. ASSIGNABILITY

CONTRACTOR shall not delegate its duties and responsibilities or assign its rights hereunder, or both either in whole or in part, without the prior written consent of COUNTY.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for supplies, or technical support.

8. RESPONSIBILITY FOR COSTS

- a. COUNTY shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy its responsibilities under this Agreement.
- b. COUNTY has determined the amount of subsidy to be paid by COUNTY to CONTRACTOR for the operation of the trauma center as stated in Exhibit B.
- c. Regardless of need, any or all of the subsidy will be withheld or forfeited at the discretion of the COUNTY if CONTRACTOR is not in full compliance with the Alameda County Standards for Trauma Centers, as outlined in Exhibit A-1. Full compliance shall be defined as no deficiencies in the essential categories as outlined in the scope of services Exhibit A-1.

- d. Penalties will be deducted from subsidy to the CONTRACTOR for Level I, II, and III deficiencies as outlined in Exhibit B, and also in the event:
 1. CONTRACTOR does not maintain standards in all essential (E) categories as outlined in the scope of services.
 2. CONTRACTOR does not provide the trauma registry data as provided in the scope of services.
 3. CONTRACTOR is unable to document monitoring efforts as defined in scope of services.
 4. CONTRACTOR does not provide ongoing fiscal accounting of CONTRACTOR'S trauma center operations.
 5. CONTRACTOR does not provide any other reports received/requested by COUNTY as defined in scope of service.

9. CONFORMANCE WITH RULES AND REGULATIONS

CONTRACTOR shall comply with applicable Federal, State, County and local rules and regulations, ordinances, policies and procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures, and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to Chapter 6, Article 2.5 of the California Health and Safety Code (commencing with Section 1798.160 et seq) and the regulations promulgated as Title 22, California Administrative Code, Division 9, Chapter 7, and California Evidence Code Section 1157.7.

CONTRACTOR shall further comply with all laws applicable to wages and hours of employment, non-discrimination and equal opportunity, occupational safety, and to fire safety, health and sanitation.

10. MAINTENANCE OF RECORDS

CONTRACTOR shall maintain or cause to be maintained patient care, total hospital and physician charge and cost data for each Critical Trauma Patient, in such a fashion as to be able to separately identify Critical Trauma Patients from all other patients. All administrative records under this Agreement shall be maintained by the CONTRACTOR for a minimum of five (5) years after the termination date of the Agreement for COUNTY inspection.

11. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS

COUNTY representatives and federal and state representatives as required by law shall have the right to monitor, assess and evaluate CONTRACTOR'S performance pursuant to this Agreement. Said 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 CONTRACTOR'S staff and trauma program participants. Notwithstanding any other terms to the contrary, the records and proceedings of CONTRACTOR'S committee(s) under Section 1157 of the Evidence code, and CONTRACTOR'S records/documents that are privileged and protected from disclosure under the attorney-client privilege and/or the attorney work product doctrine, shall not be available to COUNTY for monitoring or assessment purposes except in accordance with law. At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit COUNTY, State or Federal officials to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding patients receiving services, and other data relating to all matters covered by this Agreement.

12. REPORTS

CONTRACTOR shall submit reasonable reports and materials on its service according to this Agreement as requested by the COUNTY Contract Administrator, as necessary to comply with applicable Federal, State, and local laws and regulations, and COUNTY policies. Format for the content of such reports will be developed by the COUNTY. Due dates for submission of various reports and other materials will be set by the COUNTY with concurrence of CONTRACTOR. The timely submission of reports and materials is a necessary and material term and condition of this Agreement and CONTRACTOR agrees that failure to meet a specified deadline for submission of reports or materials will be sufficient cause for termination of this Agreement. COUNTY agrees not to release any data that may identify the CONTRACTOR as the trauma care provider, without the consent of the CONTRACTOR.

13. EVALUATION STUDIES

CONTRACTOR will participate as requested by the COUNTY in reasonable research and/or evaluation studies designed/conducted by the COUNTY to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR'S services to Critical Trauma Patients as necessary to comply with Federal, State, and local laws and regulations; notwithstanding the foregoing, CONTRACTOR's participation in research and/or evaluation is conditioned on IRB approval of the study, identification of an applicable investigator, and general availability of CONTRACTOR staff to participate. The CONTRACTOR is expected to support the COUNTY's clinical research as a condition of Trauma Center designation. The COUNTY'S research and studies shall be based on existing data provided under this Agreement; CONTRACTOR will not be required to incur additional costs to provide any additional data.

14. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIALS

CONTRACTOR agrees to meet with all other designated Trauma Centers to establish guidelines concerning the publication and use of data relating to the Trauma Care System and any other designated Trauma Center. COUNTY shall acknowledge CONTRACTOR'S contribution, and CONTRACTOR shall acknowledge COUNTY'S contribution in any materials published or issued as a result of this Agreement. COUNTY agrees not to publish information that would be identifiable to CONTRACTOR, without the consent of the CONTRACTOR. CONTRACTOR shall allow the use of CONTRACTOR's provided data for clinical research conducted by the COUNTY, provided such data, when used, is approved by an IRB for use and deidentified in accordance with HIPAA and other applicable law/regulation. Disclosure of any additional data from the CONTRACTOR to the COUNTY for research or studies above and beyond data provided pursuant to applicable laws or regulations shall be subject to CONTRACTOR's IRB approval.

15. MUTUAL COOPERATION

It is agreed that mutual cooperation between each of the designated trauma centers is vital to providing optimal medical care under the trauma care system.

16. TERMINATION FOR CAUSE: NOTICE AND OPPORTUNITY TO CURE

Prior to the exercise of any termination for cause under this paragraph by County, COUNTY shall give CONTRACTOR a written notice specifying all deficiencies, requiring correction of all deficiencies, the grounds for termination, and its intent to terminate in respect thereof. Correction of deficiencies must be completed according to severity of deficiencies as specified in Exhibit A-1. The interval specified by County for correction of deficiencies shall commence upon receipt of notice by CONTRACTOR.

COUNTY may shorten or lengthen the period of correction to whatever it deems appropriate under the circumstances if it determines that CONTRACTOR'S action or inaction has seriously threatened or will threaten public health or safety.

If an acceptable plan or correction has not been approved by COUNTY within the required correction period, or all significant deficiencies have not been corrected, COUNTY shall have the right to enforce penalty provisions as outlined in Exhibit B or terminate this Agreement immediately for cause by giving not less than seven days written notice specifying the effective date thereof. Cause for termination shall include but not be limited to:

- a. A material failure of CONTRACTOR to comply with the terms of this Agreement that affects CONTRACTOR'S ability to provide care to trauma victims or that affects COUNTY'S ability to administer the Trauma Care System in the County of Alameda;
- b. Failure to provide timely surgical and non-surgical physician coverage for trauma patients, causing unnecessary risk of mortality and morbidity for the trauma patient;
- c. Submission by CONTRACTOR to the COUNTY or appropriate departments of the County or State or reports or information that are incorrect or incomplete in any material respect;
- d. Failure to comply with Federal, State, and County statutes, regulations and ordinances or failure to comply with COUNTY EMS policies and procedures that are related to the obligations of CONTRACTOR under this Agreement; per Title 22. Social Security, Division 9 Prehospital Emergency Medical Services, Chapter 7. Trauma Care System, 22 California Code of Regulations section 100259, for the following breaches of the following subsections, CONTRACTOR's Trauma Designation will be lowered to the next lowest designation and provide cause for termination:
 - 1. 100259 (a) (8) (A)
 - 2. 100259 (a) (8) (B) 1 and 5
 - 3. 100259 (a) (9) (A)
 - 4. 100259 (a) (9) (B)
 - 5. 100259 (a) (9) (C)
 - 6. 100259 (b) (1) (A) and (B)
 - 7. 100259 (b) (2) (A) and (B)
 - 8. 100259 (b) (3) (A) and (B)
- e. 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 related to the services provided by the hospital, or loss or suspension of accreditation by The Joint Commission;
- f. Failure to comply with established procedures in regard to COUNTY'S monitoring of CONTRACTOR'S trauma care services;

- g. Failure to cooperate with quality assurance and audit findings and resulting recommendations of the COUNTY;
- h. Gross misrepresentation or fraud by CONTRACTOR, its employees, officers, agents or sub hospitals with respect to this agreement;
- i. Failure to remedy recurring equipment malfunction, physician, nursing and other staff shortages, staff response delays or facility problems, all of which may be cause for CONTRACTOR to divert ambulances transporting Critical Trauma Patients intended for CONTRACTOR.
- j. Failure of CONTRACTOR to maintain current American College of Surgeons (ACS) verification status or at minimum, maintain ACS verification status of Level II.

17. THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between, and made for the sole benefit of, COUNTY and CONTRACTOR and will not be deemed to create any obligations, remedies or liabilities of COUNTY and CONTRACTOR to any third parties. No third party shall have the right to make any claim or assert any right under this Agreement, and no third party shall be deemed a beneficiary of this Agreement.

EXHIBIT A-1

Sutter Bay Hospitals dba EDEN MEDICAL CENTER ADULT TRAUMA CENTER AGREEMENT

I = Level I deficiency
II = Level II deficiency
III = level III deficiency
X = No penalty

The following standards have been adopted from the California Code and Regulations, Title 22, Division 9, Chapter 7, Trauma Care System. The state regulations provide for six levels of trauma center standards. Currently, only Level II Adult, Level I Adult and Level I Pediatric Trauma Centers exist in Alameda County. Level I (University affiliated teaching Hospital) although attainable, have not been required. Level III and Level IV standards are too low to meet the needs of Alameda County. Additional local standards have been added to the state standards. These additional local standards are noted with the asterisk. "E" means essential and "D" means desirable.

1. A Level II trauma center shall have the following:
 - D - X a. One of the following patient volumes annually:
 1. A minimum of 1200 trauma program hospital admissions, or
 2. A minimum of 240 trauma patients per year whose Injury Severity Score (ISS) is greater than 15.
 - E - I b. A trauma program medical director who is a board-certified surgeon, whose responsibilities include, but are not limited to, factors that affect all aspects of trauma care such as:
 - E - I 1. Recommending trauma team physician privileges;
 - E - I 2. Working with nursing and administration to support the needs of trauma patients;
 - E - I 3. Developing trauma treatment protocols;
 - E - I 4. Determining appropriate equipment and supplies for trauma care;
 - E - I 5. Ensuring the development of policies and procedures to manage domestic violence, elder and child abuse and neglect;
 - E - I 6. Having authority and accountability for the quality improvement peer review process;
 - E - I 7. Correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet standards;
 - E - I 8. Coordinating pediatric trauma care with other hospital and professional services;
 - E - I 9. Coordinating with local and State EMS agencies;
 - E - I 10. Assisting in the coordination of the budgetary process for the trauma program; and
 - E - I 11. Identifying representatives from neurosurgery, orthopedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their

disciplines who are qualified to be members of the trauma program.

- E* - II

 - c. Surgeons involved in the trauma service shall have:
 - 1. Board Certification in General Surgery within three years of completion of residency/fellowship;
- E- I

 - d. A full time trauma program manager who is a registered nurse(RN) with qualifications including evidence of educational preparation and clinical experience in the care of the adult and/or pediatric trauma patient, 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 it 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.
- E – I

 - 4. . Trauma Registrar staffing to meet the standards of the American College of Surgeons most recent edition of *Resources for the Optimal Care of the Injured Patient*. Trauma Registrar supervised by the Trauma Program Manager with qualifications including evidence of educational preparation and experience in the areas of computer data entry, medical records, and the ability to perform other duties specified by the Trauma Program Manager.
- E* – I

 - e. Trauma resuscitation nurses shall be in-house 24 hours per day. Nurses involved in trauma resuscitation shall have:
 - 1. current ACLS certification
 - 2. current Trauma Nurse Core Curriculum (TNCC) verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by Alameda County Emergency Medical Services (ALCO EMS) every four years.
- E –

 - f. A trauma service that can provide for the implementation of the requirements specified in this Section and provide for coordination with the local EMS agency.
- E – I

 - g. A trauma team, which is a multidisciplinary team responsible for the initial resuscitation and management of the trauma patient.

E – I (all of standards below 1-8)

- h. Department(s), division(s), service(s) or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists:
1. general;
 2. neurologic;
 3. obstetric/gynecologic;
 4. ophthalmologic;
 5. oral or maxillofacial or head and neck;
 6. orthopedic;
 7. plastic; and
 8. urologic.

E* – I (all of standards below 1-5)

- i. Department(s), division(s), service(s) or section(s) that includes at least the following non-surgical specialties, which are staffed by qualified specialists, promptly available within one hour:
1. anesthesiology;
 2. internal medicine;
 3. pathology;
 4. psychiatry; and
 5. radiology.

E – I

- j. An emergency department, division, service or section staffed with qualified specialists in emergency medicine who are immediately available.

E* – I

- k. Qualified surgical specialist(s) or specialty availability, which shall be available as follows:
1. general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be in-house and immediately available at the bedside, all times for trauma team activation and promptly available for consultation;
 2. On-call and promptly available less than 30 minutes, from inside or outside hospital:
 - a. neurologic;
 - b. obstetric/gynecologic;
 - c. ophthalmologic;
 - d. oral or maxillofacial or head and neck;
 - e. orthopedic;
 - f. plastic;
 - g. reimplantation/microsurgery capability. (This surgical service may be provided through a written transfer agreement); and
 - h. urologic.

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E – I

3. Requirements may be fulfilled by supervised senior residents as defined in Section 100245 of this Chapter who are capable of assessing emergent situations in their respective specialties. When a senior resident is the responsible surgeon:

- E – I
- a. the senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care;
- E – I
- b. a staff trauma surgeon or a staff surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the emergency department for major resuscitations and in the operating room for all trauma operative procedures.
- E – I (all of standards below, 1-5)
- I. Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients requiring the following surgical services;
1. burns;
 2. cardiothoracic;
 3. pediatric;
 4. Replantation/microsurgery; and
 5. spinal cord injury.
- E* – I
- m. The on-call anesthesiologists, general surgeons and neurological surgeons while on first call to the trauma hospital, are to be dedicated exclusively to that facility.
- E – I
- n. Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:
1. Emergency medicine, in-house and immediately available at all times. This requirement may be fulfilled by supervised senior residents, as defined in Section 100245 of this Chapter, in emergency medicine, who are assigned to the emergency department and are serving in the same capacity. In such cases, the senior resident(s) shall be capable of assessing emergency situations in trauma patients and of providing for initial resuscitation. Emergency medicine physicians who are qualified specialists in emergency medicine and are board certified in emergency medicine shall not be required by the local EMS agency to complete an advanced trauma life support (ATLS) course. Current ATLS verification is required for all emergency medicine physicians who provide emergency trauma care and are qualified specialists in a specialty other than emergency medicine.
 - a. The Designated Emergency Department Medical Director shall be:

- E* – I
 - 1. Board Certified by the American Board of Emergency Medicine.
- E* – III
 - 2. Full-time practice (at least 12 clinical hours per week) in emergency medicine at the trauma center hospital.
- E* – III (all of the standards below, 1, a-c)
 - b. The Physician personnel shall be:
 - 1. Diplomats of the American Board of Emergency Medicine or possess the following qualifications:
 - a. two (2) years postgraduate training in emergency medicine;
 - b. PG3 or PG4 in training program in emergency medicine; and
 - c. Currently certified in ACLS
- E* - II
 - o. Emergency Department Nursing Service
 - a. The Designated Clinical Nursing Supervisor shall be:
 - 1. Currently certified in ACLS; and
 - 2. Current with Trauma Nurse Core Curriculum (TNCC) verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by ALCO EMS every four years.
 - b. The Nursing personnel shall be:
 - 1. Currently certified in ACLS;
 - 2. Current with TNCC verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by ALCO EMS every four years; and
- E* - III
 - 3. Minimum of three RN's on duty 24 hours/day.
- E* - III
 -
- E - I
 -
- E – I
 - p. Anesthesiology: Level II shall be 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 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.
- E – I
 - q. Radiology / Interventional radiological services shall be promptly available; and
- E - I
 - r. Available for consultation:
 - 1. cardiology;
 - 2. gastroenterology;
- E- I
 -
- E- I
 -

- E- I 3. hematology;
- E- I 4. infectious diseases;
- E- I 5. internal medicine;
- E- I 6. nephrology;
- E- I 7. neurology;
- E- I 8. pathology; and
- E- I 9. pulmonary medicine.

E – I s. In addition to licensure requirements, trauma centers shall have the following service capabilities:

E* I 1. Radiological Service: The radiological service shall have an in-house radiological technician capable of performing plain film, computed tomography imaging, and magnetic resonance imaging (MRI). A second technician will be promptly available in less than 30 minutes. A radiological service shall have the following additional services promptly available:

- E - I a. angiography;
- E - I b. ultrasound;
- E* - I c. maintain a written back-up plan for a second CT Scanner and/or a written agreement with another hospital in which neurosurgical procedures can be performed, if necessary;
- E* - I d. maintain a written back – up plan for emergent MRI capabilities to provide services within 30 minutes;
- E* - I e. maintain protocols regarding staffing, equipment and documentation of the transport.

E-I 2. Clinical Laboratory Service: A clinical laboratory service shall have:

- E - I a. a comprehensive blood bank or access to a community central blood bank; and
- E - I b. clinical laboratory services immediately available.

3. Surgical Service: A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:

- E* - I a. an operating (trauma) room adequately staff in-house and immediately available at all times;
- E* - I b. a second operating room staffed and available within 30 minutes should the first operating room be occupied
- E - I c. appropriate surgical equipment and supplies as determined by the trauma program medical director.

E* - I 4. Postanesthetic Recovery Room (PAR) (Surgical intensive care unit is acceptable.) Shall meet

the requirements of California Code of Regulations; title XXII, Division 9, Chapter 7, section 100255, et seq.

E* - I

a. Registered Nurses and other essential personnel available 24 hours a day

E* - III

b. Nursing Personnel:

E*- III

1. Designated Clinical Supervisor shall be:

E* - III

a. Currently certified in

ACLS

E*- III

2. Staff Nurses shall be:

E* - III

a. Currently certified in
ACLS

E - I

5. Hospital Reddinet communications system capability as required by County EMS Standards.

E - I

t. A Level II trauma center shall have a basic or comprehensive emergency service that has special permits issued pursuant to Chapter 1, Division 5 of Title 22. The emergency service shall:

E- I

1. designate an emergency physician to be a member of the trauma team;

E - I

2. provide emergency medical services to adult and pediatric patients; and

E - I

3. have appropriate adult and pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director.

u. In addition to the special permit licensing services, a trauma center shall have, pursuant to Section 70301 of Chapter 1, Division 5 of Title 22 of the California Code of Regulations, the following approved supplemental services:

E - I

1. Intensive Care Unit (ICU) Service:

E - I

a. The ICU shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director;

E - I

b. The ICU shall have a qualified specialist promptly available to care for trauma patients in the ICU. 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
c. The qualified specialist in (b) above shall be a member of the trauma team.

E- I

E* - III

d. Nursing Personnel:

E*- III

1. Designated Clinical Supervisor with trauma nursing experience shall be:

E*- III

a. currently certified in ACLS

2. Staff nurses shall be:

b. currently certified in ACLS

- E – I 2. Burn Center: This service may be provided through a written transfer agreement with a burn center.
- E - I 3. Physical Therapy Service: Physical therapy services to include personnel trained in physical therapy and equipped for acute care of the critically injured patient.
- E – I 4. Rehabilitation Center: Rehabilitation services to include personnel trained in rehabilitation care and equipped for acute care of the critically injured patient. These services may be provided through a written transfer agreement with a rehabilitation center.
- E* - I 5. Pharmacy: In-house, 24 hours availability with pharmacist on-call and available.
- E - I 6. Respiratory Care Service: Respiratory care services to include personnel trained in respiratory therapy and equipped for acute care of the critically injured patient.
- E - I 7. Acute Hemodialysis capability.
- E - I 8. Occupational Therapy Service: Occupational therapy services to include personnel trained in occupational therapy and equipped for acute care of the critically injured patient.
- E - I 9. Speech Therapy Service: Speech therapy services to include personnel trained in speech therapy and equipped for acute care of the critically injured patient.
- E - I 10. Social Services capability.
- E* - I 11. Nutrition Services capability.
- E* v. The Facility shall have:
- E* - I 1. Designated trauma resuscitation area, physically separated from other patient areas, of adequate size to accommodate multi-system injured patients and equipment
- E - X 2. Helicopter landing site
- E* - X 3. Designated private control elevator, where necessary, for immediate access between trauma resuscitation area and:
- E* - X a. Helicopter landing site (if applicable)
- E* - I b. Operating Suite
- w. A trauma center shall have the following services or programs that do not require a license or special permit:
- E - I 1. Pediatric Service: In addition to the requirements in Division 5 of Title 22 of the California Code of Regulations, the pediatric

	service providing in-house pediatric trauma care shall have:
E - I	<ul style="list-style-type: none"> a. A pediatric intensive care unit approved by the California State Department of Health Services' California Children Services (CCS); or a written transfer agreement with an approved pediatric intensive unit. Hospitals without pediatric intensive care units shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care; and
E - I	<ul style="list-style-type: none"> b. A multidisciplinary team to manage child abuse and neglect.
E - I	2. Acute spinal cord injury management capability. This service may be provided through a written transfer agreement with a Rehabilitation Center.
E - II	3. Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code;
E - I	4. An Outreach Program, to include:
E - I	<ul style="list-style-type: none"> a. capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and
E - I	<ul style="list-style-type: none"> b. trauma prevention for the general public;
E* - I	<ul style="list-style-type: none"> c. designated injury prevention specialist (1.0 FTE) with injury prevention program experience that is supervised by the Trauma Program Manager.
E - I	5. Written interfacility transfer agreements with referring and specialty hospitals;
E - III	6. Continuing Education: Continuing Education (CE) in trauma care shall be made available for:
E - III	<ul style="list-style-type: none"> a. staff physicians;
E - III	<ul style="list-style-type: none"> b. staff nurses;
E - III	<ul style="list-style-type: none"> c. staff allied health personnel;

E* - III		d. EMS personnel (to include clinical education as requested by the County and approved by both the Alameda County Medical Director and the Eden Medical Center Trauma Program Manager); and
E - III		e. Other community physicians and health care personnel
E - III		f. All attendees at Bi-County Trauma Audit Committee
E - I	x.	<p>Quality Improvement</p> <p>Trauma centers of all levels shall have a quality improvement process to include structure, process, and outcome evaluations that 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 a detailed audit of all trauma-related deaths, major complications and transfers (including interfacility transfers):</p> <ol style="list-style-type: none"> 1. Medical and Nursing Care Evaluation, including: <ol style="list-style-type: none"> a. written plan of quality improvement, including the monitoring of standards: <ol style="list-style-type: none"> 1. Structure 2. Process 3. Outcome b. a multidisciplinary trauma peer review committee that includes all members of the trauma team; this committee will be held at least monthly; c. medical records review, utilization review, tissue review of trauma cases; d. clinical trauma nursing audit; e. cost effectiveness of trauma care 2. Participation in the trauma system data management system; 3. Participation in the local EMS agency trauma evaluation committee; and 4. Disaster planning and rehearsal; 5. Regional Trauma Committee, if required by EMS; 6. Regional Trauma System Evaluation, if required by EMS; 7. Special Audit of triage appropriateness, if required by EMS; 8. Special Audit of the cost of trauma by diagnosis and payor mix, if required by EMS; 9. Trauma center administrative meetings; 10. Each trauma center 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; 11. Following of applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.

- y. Interfacility Transfer of Trauma Patients
- E - I 1. Patients may be transferred between and from trauma centers providing that:
- E - I a. any transfer shall be, as determined by the trauma center surgeon of record, medically prudent; and
- E - I b. in accordance with local EMS agency interfacility transfer policies.
- E - I 2. Hospitals shall have written transfer agreements with trauma centers. CONTRACTOR shall develop written criteria for consultation and transfer of patients needing a higher level of care.
- E - I 3. Hospitals that have repatriated trauma patients from a designated trauma center shall provide the information required by the system trauma registry, as specified by local EMS agency policies, to the transferring trauma center for inclusion in the system trauma registry.
- E - I 4. Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients who have been transferred.
- E - III z. Trauma Research Program

NOTE: Authority cited: Sections 1797.107 and 1798.161, Health and Safety Code.
Reference: Sections 1798.161 Health and Safety Code.

EXHIBIT B

SUTTER BAY HOSPITALS dba EDEN MEDICAL CENTER TRAUMA SUBSIDY

PAYMENT TERMS

1. COUNTY will provide a trauma subsidy for COUNTY fiscal years 2024 – 2025, 2025-2026, and 2026 - 2027 in the amount of \$5,947,440 (aggregate for all 3 fiscal years) based on identified trauma specific costs outlined in the bi-annually submitted budget. Quarterly invoices shall be submitted using required EMS Invoice. Trauma subsidy shall be payable in monthly or quarterly increments on receipt and approval of invoice by County EMS Contract Administrator. All invoices shall be submitted 90 days after service rendered quarterly. Invoices submitted after 90 days of services rendered quarterly shall be considered untimely and shall be ineligible for payment.
2. County trauma subsidy payment shall be subject to the Eden Medical Center's full compliance with State and Alameda County Trauma Centers Standards as specified in Exhibit A-1.
 - Full compliance shall be defined as no deficiencies in standards identified in Exhibit A-1 and Contractor's trauma registry data and zone audit trauma committee reports submitted to County.
 - Non-compliance shall be defined as one or more deficiencies in the standards identified in Exhibit A-1 or Contractor's trauma registry data and zone audit trauma committee reports submitted to County.
3. Written notification of non-compliance shall be provided by Emergency Medical Services on determination that Contractor is out of compliance. Contractor shall submit a compliance plan of action within the time interval specified by County below in section 4. Emergency Medical Services may impose penalties for noncompliance based on structure below in section 5. Any penalties imposed shall be deducted from the first months of the fiscal year following the determined non-compliance. If penalties are imposed during the last fiscal year of the contract, penalties shall be deducted from subsidy at the time of their assessment. CONTRACTOR agrees that if any penalty fees remain outstanding at the expiration of this contract, CONTRACTOR shall pay COUNTY such penalty fees within six months of their assessment.
4. Penalties (provided in Section 5 below) will be deducted from subsidy to the CONTRACTOR in the event:
 - 1) CONTRACTOR does not maintain standards in all essential (E) categories as outlined in the scope of services.
 - 2) CONTRACTOR does not provide the trauma registry data as provided in the scope of services.
 - 3) CONTRACTOR is unable to document monitoring efforts as defined in scope of services.
 - 4) CONTRACTOR does not provide ongoing fiscal accounting of CONTRACTOR'S trauma center operations.
 - 5) CONTRACTOR does not provide any other reports received/requested by COUNTY as defined in scope of service.

5. The following penalties may be imposed for non-compliance:

Level I:

These deficiencies indicate real or imminent risks to patient care. Failure to provide service and/or appropriate personnel will result in immediate notice of deficiency. Deficiencies must be corrected within 48 hours of notifications. County may terminate agreement as specified in Exhibit A. County, after consultation by the EMS Medical Director or County Health Officer, may determine that patients be diverted to alternative facilities until deficiencies are corrected. The penalty for these deficiencies shall be 1/365 (one three hundred and sixty-fifth) of the total annual subsidy provided by County to contractor for each day the deficiency goes uncorrected.

Level I deficiencies are indicated by the placement of "I" adjacent to the relevant standard in Exhibit A-1.

Level II:

These deficiencies indicate the failure of contractor to provide personnel or services important to the delivery of clinical services; however, these deficiencies do not represent imminent risks to patient care. These deficiencies must be corrected within 30 days of notification. The penalty for these deficiencies shall be \$100 per day for each day that the penalty goes uncorrected. Level II deficiencies are indicated by the placement of "II" to the adjacent standard in Exhibit A-1.

Level III:

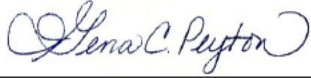
These deficiencies indicate serious programmatic omissions that indirectly detract from the expeditious delivery of patient care, but in themselves, do not represent direct risk to patient. These deficiencies must be corrected within 60 days of notification. The penalty for the deficiencies shall be \$500 per occurrence. Level III deficiencies are indicated by the placement of "III" adjacent to the relevant standard in Exhibit A-1.

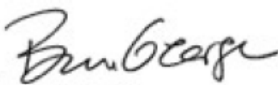
6. Contractor may file a written request for an exemption from any penalty imposed by County within 48 hours of notification of penalty to Contractor by county. Full or partial exemptions from penalty may be granted at the sole discretion of COUNTY.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
E	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers' Compensation and Employers Liability. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - HCSA - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER 24-032392		ISSUE DATE 04/18/2024	
INSURER SUTTER INSURANCE SERVICES CORPORATION PACIFIC GUARDIAN CENTER, MAUKA TOWER 737 BISHOP STREET #2100 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		COMPANY AFFORDING COVERAGE			
		COMPANY SUTTER INSURANCE SERVICES CORPORATION			
INSURED Sutter Bay Hospitals dba: Eden Medical Center 20103 Lake Chabot Road Castro Valley, CA 94546		COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 8/1/1991 (EMC)	SIS-2024-1	1/1/2024	1/1/2025	EACH CLAIM	\$5,000,000
				AGGREGATE	N/A
PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 8/1/1991 (EMC)	SIS-2024-1	1/1/2024	1/1/2025	EACH CLAIM	\$5,000,000
				AGGREGATE	N/A
EXCESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE:				EACH CLAIM	\$
				AGGREGATE	\$
OTHER					
REASON FOR INTEREST Evidence of coverage as respects agreement between Sutter Bay Hospitals dba: Eden Medical Center and Eden Medical Center. Alameda County EMS					
CERTIFICATE HOLDER Eden Medical Center 20103 Lake Chabot Rd Castro Valley, CA 94612 Attn: Kristen Cline		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  Gena Peyton, President/CEO			
FOR FURTHER INFORMATION REFERENCING THIS CERTIFICATE, CONTACT: SISCO ADMINISTRATION: ISTCR@SUTTERHEALTH.ORG					

CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER 21-020339		ISSUE DATE 12/23/2020	
INSURER SUTTER INSURANCE SERVICES CORPORATION 999 BISHOP STREET, SUITE 1600 HONOLULU, HI 96813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
		COMPANY AFFORDING COVERAGE COMPANY SUTTER INSURANCE SERVICES CORPORATION			
INSURED Sutter Bay Hospitals dba: Eden Medical Center 20103 Lake Chabot Road Castro Valley, CA 94546		COVERAGE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CERTIFICATE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> RETRO DATE: _____				EACH CLAIM	
				AGGREGATE	
PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> HOSPITAL PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> RETRO DATE: 8/1/1991 (EMC)	SIS-2021-1	1/1/2021	1/1/2022	EACH CLAIM	\$5,000,000
				AGGREGATE	\$5,000,000
EXCESS LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> RETRO DATE: _____				EACH CLAIM	\$
				AGGREGATE	\$
OTHER					
REASON FOR INTEREST Evidence of coverage as respects agreement between Sutter Bay Hospitals dba: Eden Medical Center and County of Alameda dba Alameda County EMS C/O Trauma Program Manager/Hospital Liason.					
CERTIFICATE HOLDER County of Alameda dba Alameda County EMS C/O Trauma Program Manager/Hospital Liason 1000 San Leandro Blvd. San Leandro, CA 94577 Attn: Sue Farren		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: center;">  Bonnie George, President/CEO </div>			

FOR FURTHER INFORMATION REFERENCING THIS CERTIFICATE, CONTACT: SUTTER HEALTH - RISK SERVICES DEPARTMENT (916) 286-6565

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Sutter Bay Hospitals dba Eden Medical Center

PRINCIPAL: Shannon Thomas **TITLE:** CEO

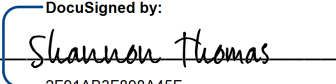
SIGNATURE:  **DATE:** 6/24/2024

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Sutter Bay Hospitals dba Eden Medical Center, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate”

at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it

becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section,

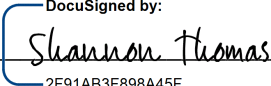
Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

By (Signature):  _____

Print Name: Shannon Thomas _____

Title: CEO, Eden Medical Center _____

Exhibit F

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.